CITY OF MEMPHIS

COUNCIL AGENDA CHECK OFF SHEET Planning & Development ONE ORIGINAL DIVISION ONLY STAPLED TO DOCUMENTS Planning & Zoning COMMITTEE: 08/23/2022 DATE 08/23/2022 **PUBLIC SESSION:** DATE ITEM (CHECK ONE) REQUEST FOR PUBLIC HEARING X RESOLUTION **ORDINANCE** Resolution pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code approving ITEM DESCRIPTION: the Appling/I-40 Planned Development at the subject property located at 0 Appling Rd., known as case number PD 22-016 PD 22-016 **CASE NUMBER:** Appling/I-40 Planned Development Area 'A' (former case #PD 17-15)

DEVELOPMENT:

0 Appling Rd. LOCATION: **COUNCIL DISTRICTS:** District 1 and Super District 9 - Positions 1, 2, and 3 OWNER/APPLICANT: Century Express Car Wash Anita Archambeau & Matt Wolfe, ETI Corp. REPRESENTATIVE: Amendment to Appling/I-40 Planned Development Area 'A' to allow a car wash establishment near the REQUEST: intersection of Appling Rd. and Reese Rd. +/-1.85 acres AREA: The Division of Planning and Development recommended: Approval with conditions RECOMMENDATION: The Land Use Control Board recommended: Approval with conditions RECOMMENDED COUNCIL ACTION: Public Hearing Not Required PRIOR ACTION ON ITEM: APPROVAL - (1) APPROVED (2) DENIED 07/14/2022 DATE (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE FUNDING: REQUIRES CITY EXPENDITURE - (1) YES (2) NO AMOUNT OF EXPENDITURE REVENUE TO BE RECEIVED SOURCE AND AMOUNT OF FUNDS OPERATING BUDGET CIP PROJECT # FEDERAL/STATE/OTHER **POSITION** PRINCIPAL PLANNER DEPUTY ADMINISTRATOR ADMINISTRATOR DIRECTOR (JOINT APPROVAL) COMPTROLLER FINANCE DIRECTOR CITY ATTORNEY

CHIEF ADMINISTRATIVE OFFICER

COMMITTEE CHAIRMAN



Memphis City Council Summary Sheet

PD 22-016

RESOLUTION PURSUANT TO CHAPTER 9.6 OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE APPROVING A PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED AT 0 APPLING RD., KNOWN AS CASE NUMBER PD 22-016

- This item is a resolution with conditions to allow a car wash establishment; and
- This resolution, if approved with conditions, will supersede the existing zoning for this property; and
- The item may require future public improvement contracts.

WHEREAS, Chapter 9.6 of the Memphis and Shelby County Unified Development Code, being a section of the Joint Ordinance Resolution No. 5367, dated August 10, 2010, authorizes the Council of the City of Memphis to grant a planned development for certain stated purposes in the various zoning districts; and

WHEREAS, the Century Express Car Wash filed an application with the Memphis and Shelby County Division of Planning and Development to allow a car wash establishment; and

WHEREAS, the Division of Planning and Development has received and reviewed the application in accordance with procedures, objectives and standards for planned developments as set forth in Chapter 9.6 with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Memphis and Shelby County Land Use Control Board; and

WHEREAS a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on July 14, 2022, and said Board has submitted its findings and recommendation subject to outline plan conditions concerning the above considerations to the Council of the City of Memphis; and

WHEREAS, the Council of the City of Memphis has reviewed the aforementioned application pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said development is consistent with the Memphis 3.0 General Plan; and

WHEREAS, the Council of the City of Memphis has reviewed the recommendation of the Land Use Control Board and the report and recommendation of the Division of Planning and Development and has determined that said development meets the objectives, standards and criteria for a special use permit, and said development is consistent with the public interests.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF MEMPHIS, that, pursuant to Chapter 9.6 of the Memphis and Shelby County Unified Development Code, a planned development is hereby granted in accordance with the attached outline plan conditions.

BE IT FURTHER RESOLVED, that the requirements of said aforementioned clause of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

ATTEST:

Division of Planning and Development

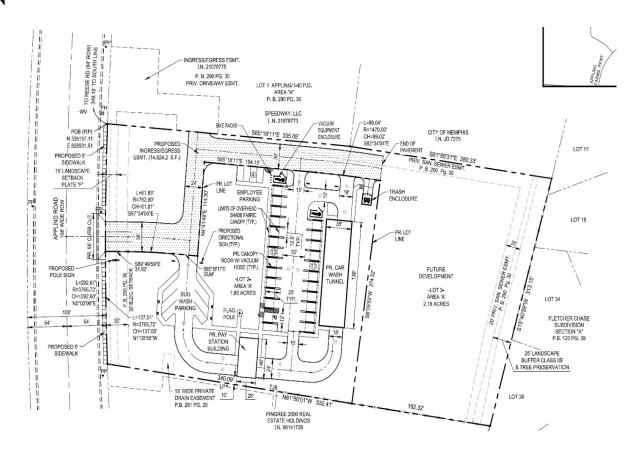
– Land Use and Development Services

– Office of Construction Enforcement CC:

GENERAL PLAN CONDITIONS

1. The final plan shall be re-recorded with amended use conditions.

SITE PLAN



LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday, July 14, 2022*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: PD 22-016

DEVELOPMENT: Appling/I-40 Planned Development Area 'A' (former case #PD 17-15)

LOCATION: 0 Appling Rd.

COUNCIL DISTRICT(S): District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Century Express Car Wash

REPRESENTATIVE: Anita Archambeau & Matt Wolfe, ETI Corp.

REQUEST: Amendment to Appling/I-40 Planned Development Area 'A' to allow

a car wash establishment near the intersection of Appling Rd. and

Reese Rd.

EXISTING ZONING: Residential Urban – 3 (RU-3) (In the Fletcher Creek Overlay)

AREA: +/-1.85 acres

The following spoke in support of the application: None

The following spoke in opposition the application: None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions.

The motion passed by a unanimous vote of 7-0 on the consent agenda.

Respectfully,

Thisa H. Shiton

Teresa H. Shelton

Municipal Planner

Land Use and Development Services

Division of Planning and Development

Cc: Committee Members

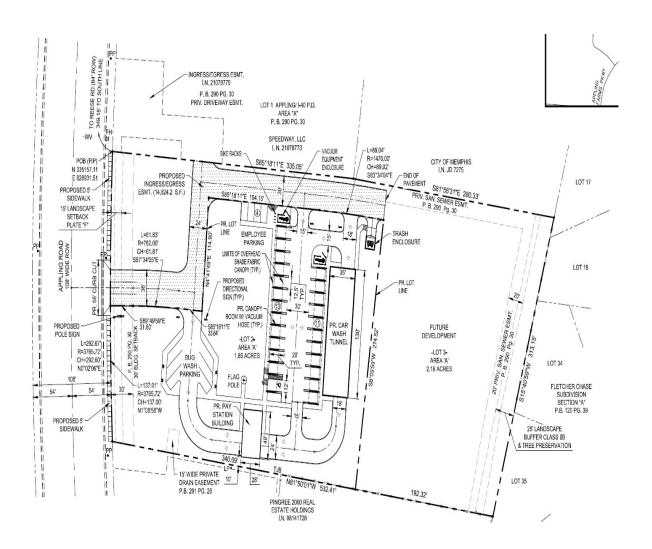
File

PD 22-016 CONDITIONS

General Plan Conditions

1. The final plan shall be re-recorded with amended use conditions.

SITE PLAN



AGENDA ITEM: 10

CASE NUMBER: PD 22-016 L.U.C.B. MEETING: July 14, 2022

DEVELOPMENT: Appling/I-40 Planned Development Area 'A' (former case# PD 17-15)

LOCATION: 0 Appling Rd.

COUNCIL DISTRICT: District 1 and Super District 9 – Positions 1, 2, and 3

OWNER/APPLICANT: Century Express Car Wash/Anita Archambeau & Matt Wolfe, ETI Corp.

REPRESENTATIVE: Anita Archambeau & Matt Wolfe, ETI Corp.

REQUEST: Amendment to Appling/I-40 Planned Development Area 'A' to allow a car wash

establishment near the intersection of Appling Rd. and Reese Rd.

AREA: +/-1.85 acres

EXISTING ZONING: Residential Urban – 3 (RU-3) (In the Fletcher Creek Overlay)

CONCLUSIONS

- 1. The applicant is requesting an amendment to Appling/I-40 Planned Development Area 'A' to allow a car wash establishment near the intersection of Appling Rd and Reese Rd.
- 2. The site plan is in conformance with the outline plan conditions other than the vehicle which was not included as a permitted use in Area "A" in the previous approved case #PD 17-15 because the Unified Development Code (UDC) requires a Special Use permit for this type of use in Commercial Mixed Use 1(CMU-1) zoning district.
- 3. The proposed development will not injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.

CONSISTENCY WITH MEMPHIS 3.0

This proposal is consistent with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17-18 of this report.

RECOMMENDATION

Approval with conditions

Staff Writer: Teresa Shelton E-mail: teresa.shelton@memphistn.gov

GENERAL INFORMATION

Street Frontage: Appling Rd. +/-621.1 linear feet

Reese Road +/-345.5 linear feet

Zoning Atlas Page: 1850

Parcel ID: 095400 00627

Existing Zoning: Residential Urban -3 (RU-3)

NEIGHBORHOOD MEETING

The meeting was held at 6:30 PM on Wednesday, June 29, 2022.

Neighborhood Meeting for PD 22-016

Wednesday, June 29, 2022 6:30 PM Central Time

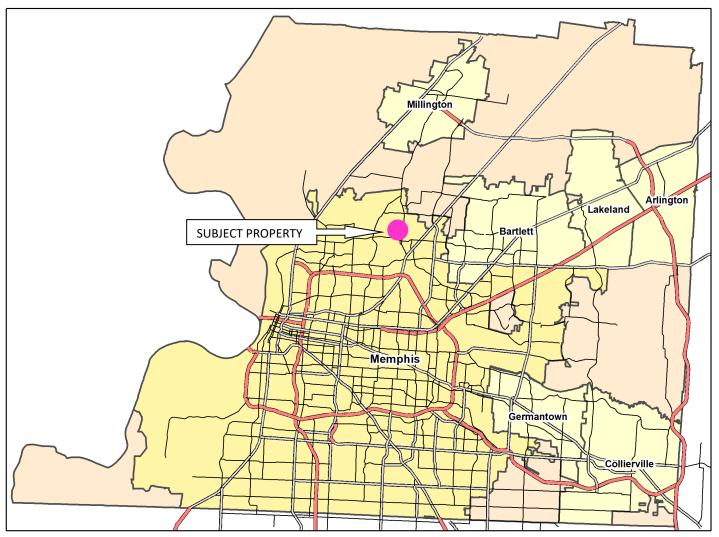
Extended Stay America - Wolfchase Galleria Meeting Room is located on the third floor 2520 Horizon Lake Drive, Memphis TN 38133

If you are unable to attend the above Meeting, please direct questions, and comments on this project to Anita Archambeau, ETI Corporation aarchambeau@eticorp.com or 320-267-4411.

PUBLIC NOTICE

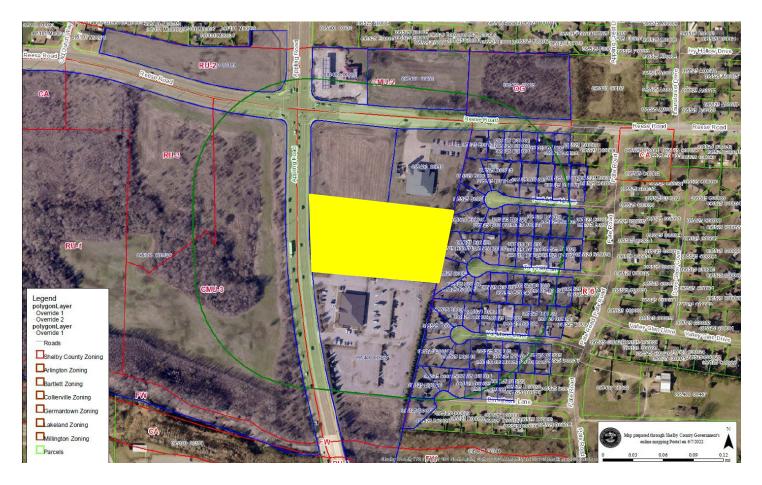
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 67 notices were mailed on June 28, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

LOCATION MAP



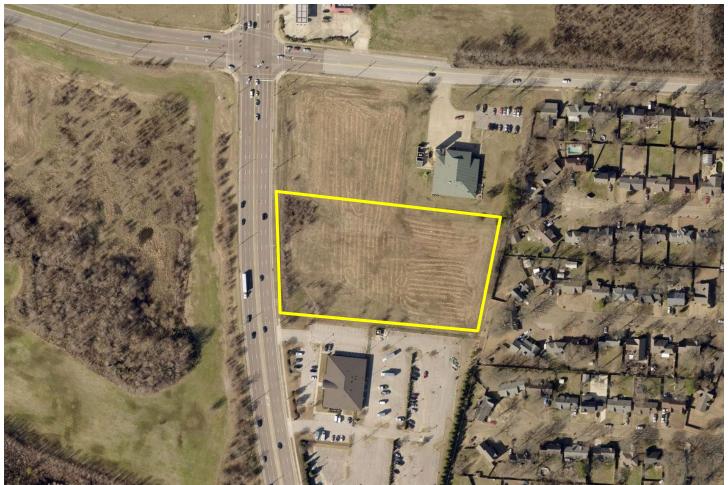
Subject property located within the pink circle

VICINITY MAP



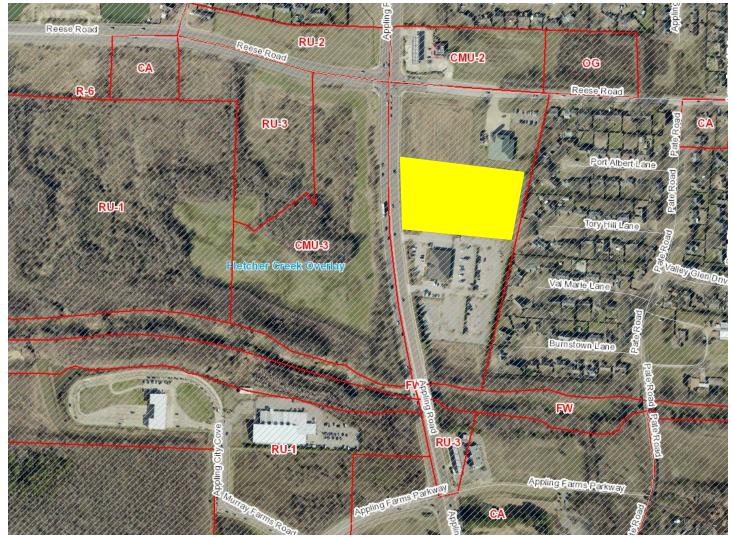
Subject property highlighted in yellow

AERIAL



Subject property outlined in yellow

ZONING MAP



Subject property highlighted in yellow

Existing Zoning: Residential Urban – 3 (RU-3) (Fletcher Creek Overlay)

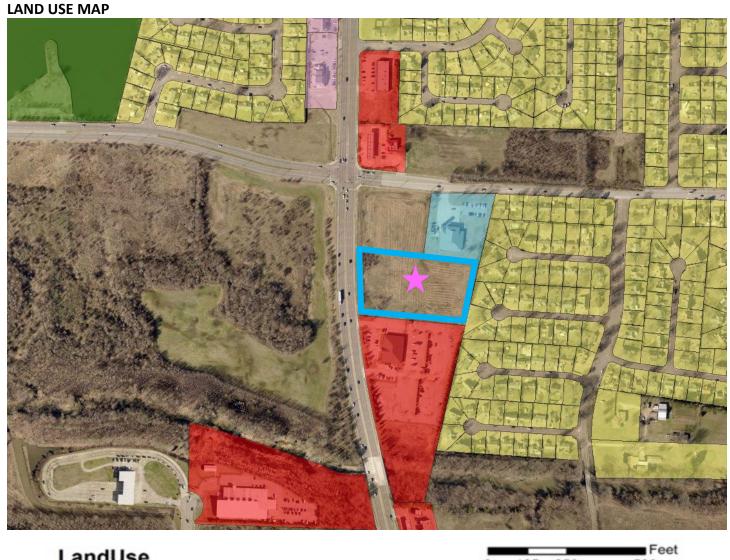
Surrounding Zoning

North: CMU-2, OG

East: CA

South: RU-3, FW, CA

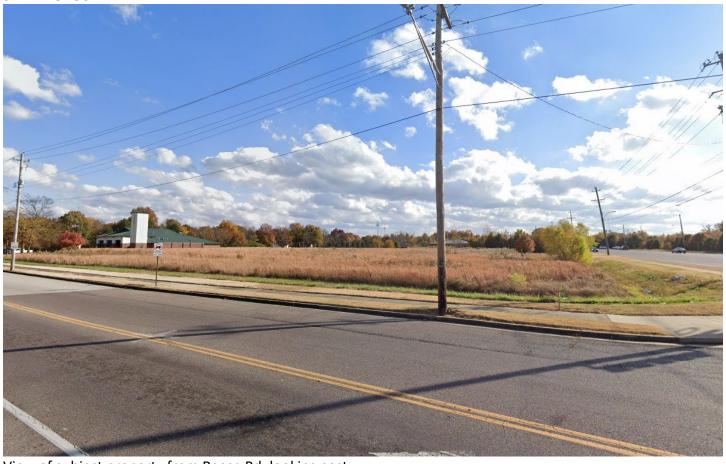
West: RU-3, CMU-3, CA, RU-1





Subject property outlined in electric blue indicated by a pink star

SITE PHOTOS

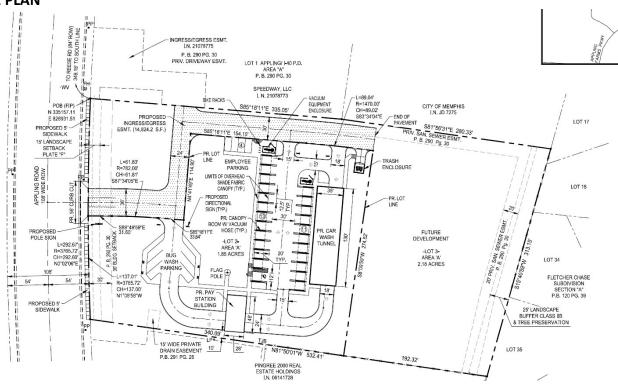


View of subject property from Reese Rd. looking east

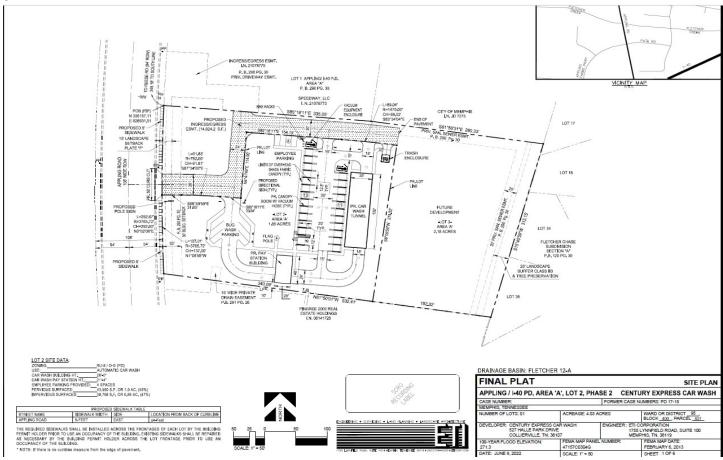


View of subject property from Appling Rd. looking northeast

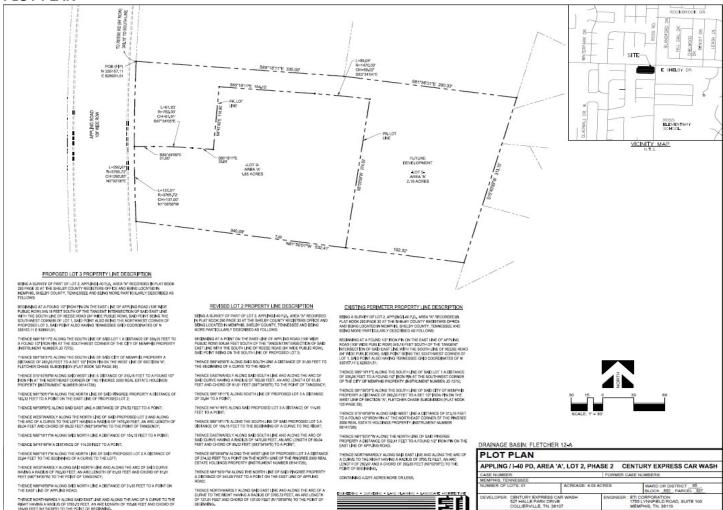
ENLARGED SITE PLAN



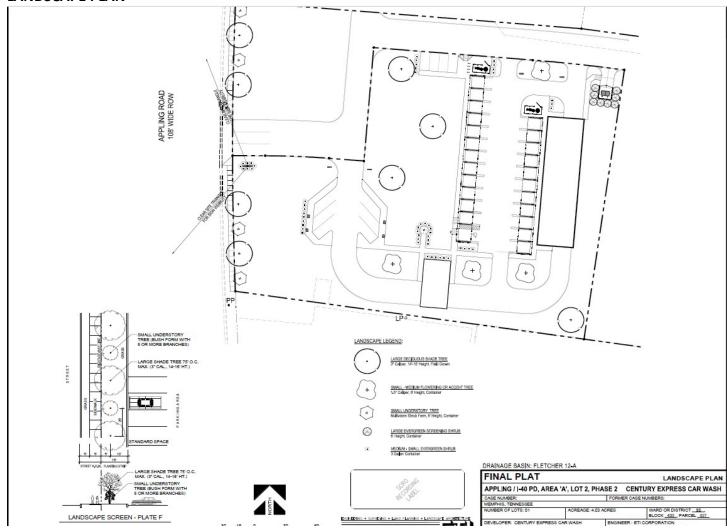
SITE PLAN



PLOT PLAN



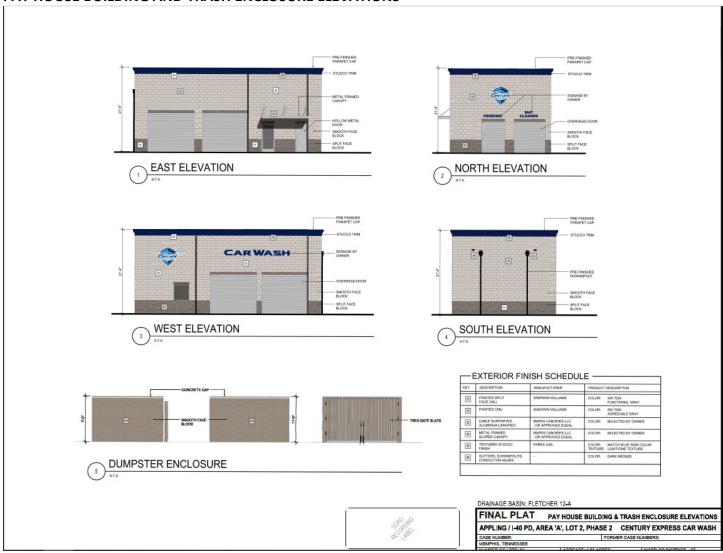
LANDSCAPE PLAN



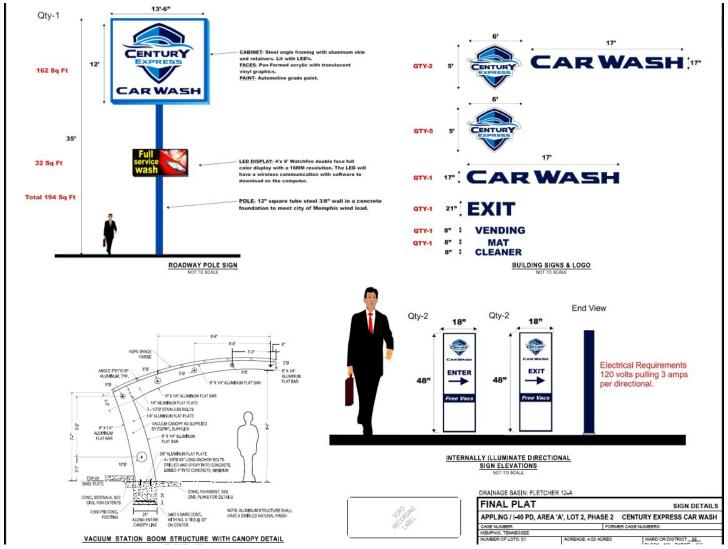
CAR WASH TUNNEL BUILDING ELEVATIONS



PAY HOUSE BUILDING AND TRASH ENCLOSURE ELEVATIONS



BUILDING SIGNS & LOGO



STAFF ANALYSIS

Request

The application planned development general provisions, and letter of intent have been added to this report.

The request is amendment to Appling/I-40 Planned Development Area "A" to allow a car wash establishment near the intersection of Appling Rd. and Reese Rd.

Applicability

Staff disagrees the applicability standards and criteria as set out in Section 4.10.2 of the Unified Development Code are or will be met.

4.10.2 Applicability

The governing bodies may, upon proper application, grant a special use permit for a planned development (see Chapter 9.6) for a tract of any size within the City or for tracts of at least three acres in unincorporated Shelby County to facilitate the use of flexible techniques of land development and site design, by providing relief from district requirements designed for conventional developments, and may establish standards and procedures for planned developments in order to obtain one or more of the following objectives:

- A. Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property.
- B. Diversification in the uses permitted and variation in the relationship of uses, structures, open space and height of structures in developments intended as cohesive, unified projects.
- C. Functional and beneficial uses of open space areas.
- D. Preservation of natural features of a development site.
- E. Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program.
- F. Rational and economic development in relation to public services.
- G. Efficient and effective traffic circulation, both within and adjacent to the development site, that supports or enhances the approved transportation network.
- H. Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environments and living units.
- I. Revitalization of established commercial centers of integrated design to order to encourage the rehabilitation of such centers in order to meet current market preferences.
- J. Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work.
- K. Consistency with the Memphis 3.0 General Plan.

General Provisions

Staff disagrees the general provisions standards and criteria as set out in Section 4.10.3 of the Unified Development Code are or will be met.

4.10.3 General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations of the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in this Chapter.

- A. The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.
- B. An approved water supply, community wastewater treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.
- C. The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for structures, parking and loading areas or access way shall be landscaped or otherwise improved except where natural features are such as to justify preservation.
- D. Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein and are not inconsistent with the public interest.
- E. Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.
- F. Lots of record are created with the recording of a planned development final plan.

Commercial or Industrial Criteria

Approval Criteria

Staff disagrees the approval criteria as set out in Section 9.6.9 of the Unified Development Code are being met.

9.6.9 Approval Criteria

No special use permit or planned development shall be approved unless the following findings are made concerning the application:

- A. The project will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public health, safety, and general welfare.
- B. The project will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations.
- C. The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection and emergency services, water and sewers; or that the applicant will provide adequately for such services.
- D. The project will not result in the destruction, loss or damage of any feature determined by the governing bodies to be of significant natural, scenic or historic importance.
- E. The project complies with all additional standards imposed on it by any particular provisions authorizing such use.
- F. The request will not adversely affect any plans to be considered (see Chapter 1.9), or violate the character

of existing standards for development of the adjacent properties.

- G. The governing bodies may impose conditions to minimize adverse effects on the neighborhood or on public facilities, and to ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code.
- H. Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns.

Consistency with Memphis 3.0

Staff uses the following criteria contained in Memphis 3.0 to determine consistency.

Comprehensive Planning Review of Memphis 3.0 Consistency

This summary is being produced in response to the following application to support the Land Use and Development Services department in their recommendation: <u>LUCB Case PD 22-16</u>: <u>Wolfchase</u>

Site Address/Location: O Reese Road

Overlay District/Historic District/Flood Zone: Located in the Fletcher Creek Overlay District/ Not in a Flood Zone

or Residential Corridor

Future Land Use Designation: Primarily Multifamily Neighborhood (NM)

Street Type: Parkway

The applicant is seeking approval for a planned development amendment with the intention of allowing a vehicle wash as a permitted use.

The following information about the land use designation can be found on pages 76 – 122:

1. Future Land Use Planning Map



Red polygon indicates the application site on the Future Land Use Map.

2. Land Use Description/Intent

Primarily Multifamily Neighborhood (NM) are residential neighborhoods consisting primarily of multi-unit buildings that are not near a Community Anchor. Graphic portrayal of NM is to the right.



"NM" Form & Location Characteristics

Attached, semi-detached, and detached House-scale and some block-scale buildings, primarily residential with mixed use encouraged along avenues, boulevards and parkways as identified in the Street Types Map, 1-3+ stories height; Beyond 1/2 mile from a Community Anchor

"NM" Zoning Notes

Generally compatible with the following zone districts: R-E, R-15, R-10, R-8, R-6 in accordance with Form and characteristics listed above.

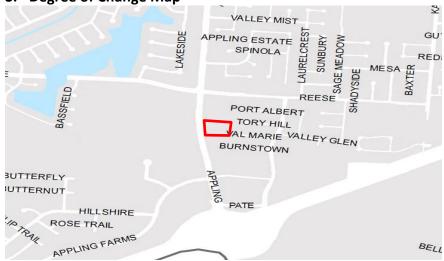
Existing, Adjacent Land Use and Zoning

Existing Land Use and Zoning: Vacant, P. D. 17-015

Adjacent Land Use and Zoning: Commercial, Institutional, P.D. 08-318, RU-3, and CMU-3

Overall Compatibility: This requested use is not compatible with the land use description/intent, form & location characteristics, zoning notes of NM, but is compatible with the existing, adjacent land use and zoning as the proposal will be a vehicle wash in a commercial planned development project.

3. Degree of Change Map



Red polygon denotes the proposed site on the Degree of Change Map. There is no Degree of Change.

4. Degree of Change Description

N/A

- 5. Objectives/Actions Consistent with Goal 1, Complete, Cohesive, Communities N/A
- 6. Pertinent Sections of Memphis 3.0 that Address Land Use Recommendations

Consistency Analysis Summary

The applicant is seeking approval for a planned development amendment with the intention of allowing a vehicle wash as a permitted use.

Although the requested use is not compatible with the land use description/intent, form & location characteristics, zoning notes of NM, it is compatible with the existing, adjacent land use and zoning as the proposal will be a vehicle wash in a commercial planned development project. Additionally, there will is a 2.18 acres future development buffer area (see lot 3, Area A under final plat diagram) between the proposed vehicle wash and the adjacent single-family neighborhood, which may address the issue of noise pollution anticipated from the vehicle wash tunnel.

Based on the information provided, the proposal is **CONSISTENT** with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Faria Urmy, Comprehensive Planning.

Conclusions

- 1. The applicant is requesting an amendment to Appling/I-40 Planned Development Area 'A' to allow a car wash establishment near the intersection of Appling Rd and Reese Rd.
- 2. The site plan is in conformance with the outline plan conditions other than the vehicle which was not included as a permitted use in Area "A" in the previous approved case #PD 17-15 because the Unified Development Code (UDC) requires a Special Use permit for this type of use in Commercial Mixed Use 1(CMU-1) zoning district.
- 3. The proposed development will not injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.

RECOMMENDATION

Staff recommends approval with conditions:

1. The final plan shall be re-recorded with amended use conditions.

DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

City Engineer: DATE: 7/6/2022

CASE: PD-22-016 NAME: Century Express Car Wash (Appling Rd PD)

1. Standard Subdivision Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

Sewers:

- 2. The availability of City sanitary sewer is unknown at this time. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept, a determination can be made as to available sewer capacity.
- 3. If sewer services are approved for this development, all sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.
- 4. Also, if approved, the developer will have to install an on-site storage tank with off-peak discharge capabilities.

Roads:

- 5. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
- 6. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.

Traffic Control Provisions:

- 7. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5-foot-wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5-foot clear pedestrian path, an exception may be considered.
- 8. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.

9. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

Curb Cuts/Access:

- 10. The City Engineer shall approve the design, number and location of curb cuts.
- 11. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.

Drainage:

- 12. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.
- 13. This proposed development is located in a sensitive drainage basing (Fletcher 12-A). Drainage improvements, including on-site detention, shall be provided under a Standard Subdivision contract in accordance with Unified Development Code and the City of Memphis/Shelby County Storm Water Management Manual.
- 14. Drainage data for assessment of on-site detention requirements shall be submitted to the City Engineer.
- 15. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved for Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City and/or County Engineer. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City and/or County Engineer's Office. Such maintenance shall include, but not be limited to removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning, and repair of drainage structures.
- 16. The developer should be aware of his obligation under 40 CFR 122.26(b)(14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.

City Traffic Engineering: DATE: 06/14/2022

CASE: PD 2022-016: WOLFCHASE (correspondence to PD 17-15)

Appling Rd. and Reese Rd

Roads:

1. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along

Staff Report PD 22-016 July 14, 2022 Page 24

the frontage of this site as necessary.

All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA
compliance. The developer shall be responsible for any construction, reconstruction, or repair necessary to
meet City standards.

Traffic Control Provisions:

- 3. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5-foot-wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5-foot clear pedestrian path, an exception may be considered.
- 4. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
- 5. The developer's engineer shall submit a Trip Generation Report that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

Curb Cuts/Access:

6. The City Engineer shall approve the design, number and location of curb cuts. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.

City/County Fire Division: Case Number: PD 22-016

Date Reviewed: 7/19/22

Reviewed by: J. Stinson

Address or Site Reference: Appling/Reese

- All design and construction shall comply with the 2015 edition of the International Fire Code (as locally amended) and referenced standards.
- Fire apparatus access shall comply with section 503. Where security gates are installed that affect required fire apparatus access roads, they shall comply with section 503.6 (as amended).

Staff Report PD 22-016 July 14, 2022 Page 25

- Fire protection water supplies (including fire hydrants) shall comply with section 507.
- Where fire apparatus access roads or a water supply for fire protection are required to be installed, such
 protection shall be installed and made serviceable prior to and during the time of construction except
 when approved alternate methods of protection are provided.
- A detailed plans review will be conducted by the Memphis Fire Prevention Bureau upon receipt of complete construction documents. Plans shall be submitted to the Shelby County Office of Code Enforcement.

City Real Estate: No comments received.

City/County Health Department: No comments received.

Shelby County Schools: No comments received.

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water: No comments received.

Office of Sustainability and Resilience: From: Leigh Huffman, Municipal Planner

Date: July 7, 2022

Subject: OSR Comments on PD 22-16: WOLFCHASE

General Comments & Analysis:

Located in Zone 1 of the Resilience Zone Framework:

Zone 1 areas have the lowest level of development risk and conflict. These areas avoid high risk disaster zones, such as floodplains, and they also do not conflict with sensitive ecological areas. These areas are the most straightforward for development, and development would have the lowest impact on regional resilience. Consider incorporating the protection of ecological assets while balancing the promotion of low-impact site design and compact development typologies in appropriate areas.

The proposed outline plan increases the impervious surface on the parcels, but also adds shrubs and deciduous trees. The parcel's current landscaping consists of grass.

The proposed development is located in the Fletcher Creek Overlay District. The previously approved planned development conditions require conformance to the Fletcher Creek Overlay regulations, specifically providing onsite detention of stormwater runoff that prevents any increase in the peak discharge rate from pre- to post-development levels, based on the 10- and 25-year, 24-hour storm.

The Applicant has indicated the intent to follow best practices in the industry by connecting to the sanitary sewer system and will submit the engineered construction documents if the planned development amendment is approved.

Consistent with the Mid-South Regional Resilience Master Plan best practices: Yes

This planned development request is generally consistent with the Mid-South Regional Resilience Master Plan. The parcel is not located in an area with a high risk for flooding or ecological damage. The proposed permeable surfaces and landscaping on the site plan will help mitigate stormwater runoff from the proposed impervious surface, improve air quality, and improve ecological health. The proposed deciduous trees will also help reduce the surface temperature on the lot (Section 5.7 Trees).

Consistent with the Memphis Area Climate Action Plan best practices: N/A

Recommendations: Staff encourages planting more vegetation than is currently shown in the landscaping plan and using of low impact development (LID) techniques for managing stormwater runoff. Specifically, creating bioswales with a variety of bushes, trees, and vegetation with long roots will increase filtration of stormwater on the site as well as provide additional benefits, such as erosion control, improved air quality, and reduce the surface temperature.

Office of Comprehensive Planning: See pages 18-20

APPLICATION



Memphis and Shelby County Office of Planning and Development CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR PLANNED DEVELOPMENT APPROVAL (OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)

Date: June 9, 2022	Cas	e #: PD 08-318					
	PLEASE TYPE	OR PRINT					
Name of Development: Century Expre	ss Carwash						
Property Owner of Record: Earth Ven	tures	Phone #:					
Mailing Address: 3800 New Getwell R	load	City/State: Memphis/Tn	Zip 38118				
Property Owner E-Mail Address:							
Applicant: Century Express Car Wash		Phone # 901-870-3213					
Mailing Address: 527 Halle Park Drive		City/State: Collierville/TN	Zip 38017				
Applicant E- Mail Address: leroy.ratlif	ff@centurywash.com						
Representative: Anita Archambeau and	Matt Wolfe, ETI Corp	Phone #: 320-267-4411/901-758-0400					
Mailing Address: 1755 Lynnfield Road	Suite 100	City/State: Memphs/TN	Zip 38119				
Representative E-Mail Address: aard	hambeau@eticorp.com m	wolfe@eticorp.com					
Engineer/Surveyor: ETI Corporation		Phone #901	-758-0400				
Mailing Address: 1755 Lynnfield Road,	Suite 100	City/State: Memphis/TN	Zip38119				
Engineer/Surveyor E-Mail Address: mwolfe@eticorp.com							
Street Address Location: Appling and Reese Road							
Distance to nearest intersecting street: +/- 400 feet from the intersection of Appling Road and Rees Road							
	Parcel 1 +/- 1.85 Acres	Parcel 2 Par	cel 3				
Area in Acres: Existing Zoning:	RU-3/PD						
Existing Use of Property	Vacant						
Requested Use of Property	Vehicle Wash						
Medical Overlay District: Per Section 8.2.2D of the UDC, no Planned Developments are permitted in the Medical Overlay District.							
Unincorporated Areas: For residential projects in unincorporated Shelby County, please provide the following information:							
Number of Residential Units	NA	Bedrooms: NA					
Expected Appraised Value po	er Unit: NA	or Total Project: NA					

Amendment(s): Is the applicant applying for an amendment to an existing Planned Development?

Yes X No

The following modifications to existing planned developments are considered amendments: 1) a change to the permitted uses in a planned development, except in situations where a use of a higher classification is proposed to be changed to a use of a lower classification; 2) a modification to conditions that phases the uses, and 3) a conversion of public streets. See Section 9.6.11E(1) of the UDC for further details.

4.10.3 Planned Development General Provisions

The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations to the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in section 4.10.3:

Please address each sub-section below (Provide additional information on a separate sheet of paper if needed).

- The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County.
 Please See Attached Written Document
- An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development.

Please See Attached Written Document

- The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses... (see UDC sub-section 4.10.3C)
 Please See Attached Written Document
- Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.

Please See Attached Written Document

Homeowners' associations or some other responsible party shall be required to maintain any and all
common open space and/or common elements.

Please See Attached Written Document

Lots of records are created with the recording of a planned development final plan.
 Please See Attached Written Document

REQUIREMENTS PRIOR TO APPLICATION SUBMISSION

PRE-APPLICATION CONFERENCE - Not more than six (6) months nor less than five (5) working days prior to filing an application, the applicant shall arrange for a mandatory pre-application conference with OPD.

Pre-Application Conference held on: 4/18/2022 with Lucas Skinner

NEIGHBORHOOD MEETING – At least ten (10) days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall provide an opportunity to discuss the proposal with representatives from neighborhoods adjacent to the development site (Section 9.3.2).

Neighborhood Meeting Requirement Met: Yes or Not Yet (Circle one)

(If yes, documentation must be included with application materials)

SIGN POSTING - A sign or signs shall be erected on-site no more than 30 days or less than 10 days prior to the date of the Land Use Control Board hearing. See Sub-Section 9.3.4C of the UDC for further details on sign posting.

I (we) hereby make application for the Planned Development described above and on the accompanying materials. I (we) accept responsibility for any errors or omissions which may result in the postponement of the application being reviewed by the Memphis & Shelby County Land Use Control Board at the next available hearing date. I (We), owner(s) of the above described property hereby authorize the filing of this application and the above named persons to act on my behalf.

Property Owner of Record

ate Applicant

Date

GUIDE FOR SUBMITTING PLANNED DEVELOPMENT APPLICATION (OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)

- A THE APPLICATION Two (2) collated sets of this application in accordance with the requirements of the Unified Development Code and as outlined below shall be submitted to OPD. The following information is required to be submitted for consideration as a complete application, and except for copies of the Outline and/or Site/Concept Plan, shall be provided on sheets of 8.5"x11" in size. The application with original signatures shall be completed either with legible print or typewritten. Each application set shall be compiled in the following order:
 - This application, 8.5"x11" Outline and/or Site/Concept Plan, Legal Description, Vicinity Map, 2-3 sets of gummed-backed Mailing Labels, 2 sets of paper copied Mailing Labels, Letter of Intent, 20"x24" Outline and/or Site/Concept Plan (folded), copy of Deed(s).
 - A compact disc with all submittal documents in "PDF" and any proposed conditions in "WORD".
- B. <u>LETTER OF INTENT</u> The letter shall include the following:
 - A brief narrative statement generally describing the nature, location and extent of the development and the market it is intended to serve.
 - A list of any professional consultants associated with the proposed development.
 - c) A written statement generally describing the relationship of the proposed development to the current policies and plans of the City and County. The statement shall include how the proposed

LETTER OF INTENT



PRINCIPALS

Mathew D. Wolfe Christopher E. Perry Douglas M. Baker Steve R. Hooper David M. Docauer June 9, 2022

Office of Planning and Development 125 N. Main Street, Room 477 Memphis, TN 38103

RE: Letter of Intent and Justification

Application for Century Express Car Wash-Planned Development Amendment(PD 17-15) Near the intersection of Appling Road and Reese Road, Memphis TN

On behalf of Century Express Car Wash, ETI Corporation is submitting a Planned Development Amendment application to facilitate the development of an existing vacant lot into a premier vehicle wash establishment. The 1.85-acre property is near the intersection of Appling Road and Reese Road and was part of the Reece Road/I-40 Planned Development Fourth Amendment project was approved in 2017 and featured many service-related and high-intensity auto-centric uses as allowable on the property. The site is zoned RU-3 with CL bulk regulations and is guided as primary multifamily according to Memphis 3.0.

The Applicant proposes developing the under-utilized area by building a thoughtfully designed vehicle wash service. Century Express Car Wash offers the most technologically advanced vehicle washes on the market. To accommodate this use, a request to amend the current planned amendment to allow vehicle washes as a permitted use. Further, the proposal also seeks to clarify signage requirements, including allowing up to 162 square feet of detached pole signage on a 35 foot pole and 35 square feet of digital/moveable signage on Appling Road, unregulated wall signage, al typical for commercial developments.

Neighborhood Combability. Like the other businesses adjacent to this project, the site will conform to all building development standards for the zoning district and outline plan, including building setbacks, parking requirements, building materials, and landscaping. The vehicle wash project is a straightforward development to assimilate into this auto-centric commercial corner. It provides a very typical buffer use from the future gas service station/convenience store and is often why vehicle washes accessory uses to convenience stores and gas stations

Vehicle Wash Operations. The establishment will have onsite staff and management to assist customers. The employees are professionally well trained in vehicle wash operations. They take immense pride in the site's appearance, as evidenced by the Century Express Car Wash operations on Winchester. Like other Century Express Car Washes – the anticipated hours of operation may be from 7:30 am to 8:00 pm daily.

Traffic and Interior Circulation. Onsite vehicular circulation was designed following accepted traffic engineering standards. As a result, there will be no issues with vehicle circulation. In addition, as the vehicles leave the pay station, they enter the vehicle wash building, exiting onto a parking area containing free vacuum use, creating an efficient and effective interior traffic circulation pattern.

Economic Impact and Trends The vehicle wash industry is growing due to increased vehicle usage. People are becoming more conscious of the environmental impacts of washing vehicles at their homes. The proposed vehicle wash provides the property with a net increase of patrons who

June 9, 2022 Page 2 of 5

will continue to drive investment and visibility in adjacent properties. This use provides an excellent transition of use from

This planned development amendment meets the following 4.10.2 objectives: Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property. The Century Car Wash Development will be created so that it not only preserves and protects but, in fact, enhances the surrounding commercial and residential properties through the construction of a higher-valued commercial establishment. The development will reflect sensitivity and consistency to the surrounding land uses and encourage the highest quality development of the adjacent properties.

Diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects. This population and driver increase provides an opportunity for the development and the need for a broader range of commercial uses. This project will be a high-quality commercial site and will not create any public interest inconsistencies. Access will continue to be accommodated by the existing roadway to the north and east sides of the property. The increased height for the detached signage both faces established commercial development and would be in keeping with the tone of the commercial area. The site plan provides internal circulation seamlessly. Adequate and required parking for customer and employee parking will be provided.

Functional and beneficial uses of open space areas. All land shown on the plan as common open space will be improved and maintained by the owner, creating a refreshed use of space and landscaping.

Preservation of natural features of a development site. A premium will be placed on preserving the open space areas located on the infill/vacant lot. This is necessary to create a sense of natural amenity and protect against erosion and contamination by runoff on the site.

Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program. Not applicable to this site because it is commercial in use.

Rational and economic development in relation to public services. Century Express Car Wash will provide adequate public facilities and infrastructure and will not burden public parks, recreation, public safety, or public facilities. Adequate public facilities and infrastructure are available or will be provided as part of this project's construction. The development will be completed to the high standards anticipated by the commercial and residential neighbors and ensure that all community features and amenities considered common assets are continuously maintained in a quality manner.

Efficient and effective traffic circulation within and adjacent to the development site supports or enhances the approved transportation network. The site will continue to have an efficient interior circulation plan. No additional trails, sidewalks, or major roadways are required for this development based on adopted plans.

Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environments and living units. Not applicable to this property. We are revitalizing established commercial centers of integrated design to encourage the rehabilitation of such centers to meet current market preferences. As noted above, adding a vehicle wash service near a corner commercial lot is not detrimental to the surrounding property's development. In fact, the car wash will serve as a neighborhood amenity to the variety of resident

ETI CORPORATION

June 9, 2022 Page 3 of 5

unit types and other auto-oriented businesses (adjacent to the future gas/convenience store on the corner) in the general vicinity.

Provision in attractive and appropriate locations for business and manufacturing uses in welldesigned buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work. Century Express Car Wash will be created so that it not only preserves and protects but, in fact, enhances adjacent commercial and residential properties through the construction of a higher-valued commercial establishment with building materials that blend seamlessly with the current and proposed adjacent commercial development, along with the existing fire station. As discussed above, the proposed height for the detached signage would be in keeping with the tone of the commercial area. In addition, the development will reflect sensitivity to the surrounding land uses and encourage the highest quality development of the adjacent properties.

Consistency with the Memphis 3.0: This property is guided for primarily multifamily neighborhood and services according to Memphis 3.0. The proposed use provides the mix of uses required within the primarily multifamily neighborhood categories (page 74) while still providing consistency with adjacent commercial land uses to the southwest and north. Further, the fire station (guided with primarily single-family) demonstrates the ability for a use to assimilate into a neighborhood without negative impacts.

This project meets the following Planned Development General Provisions in Section 4.10.3: The proposed development will not unduly injure or damage the use, value, and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the City and County's current development policies and plans. The developed use continues to serve the interest and needs of the Memphis community. Therefore, it will not unduly injure or damage the use, value, and enjoyment of the surrounding properties, nor hinder the development/redevelopment of the surrounding properties following the zoning and land use plans. In addition, the proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties and benefit the adjacent properties and uses.

An approved water supply, community wastewater treatment and disposal, and stormwater drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development. Sewer and storm facilities are or will be in place within the public right of way and are adequate to service the proposed car wash. Engineered construction documents shall be submitted for approval once the planned development amendment is approved.

The location and arrangement of the structures, parking areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses... (see UDC sub-section 4.10.3C). This project will be a high-quality commercial site and will not create any inconsistencies with the public interest. Access will be provided from Appling Road. The site plan provides internal circulation seamlessly through the alignment of internal ingress/egress systems with the property to the north.

Any modification of the district standards that would otherwise be applicable to the site is warranted by the outline plan's design and the amenities incorporated therein and are not inconsistent with the public interest. This amendment would add the car wash as a permitted use within the Planned Development Amendment at the proposed location, just south of the future gas station/convenience store. In addition, the site of the lot creates an optimal opportunity for a facility

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June 9, 2022 Page 4 of 5

layout which makes the structure arrangement compatible and seamlessly transitions into the surrounding uses.

Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements. The Applicant and the property owner will maintain all landscaping, parking areas, and new buildings.

Lots of records are created with the recording of a planned development final plan. A lot of record will be created with the recording of the planned development final plan.

This planned development meets the following 4.10.5 objectives:

Screening When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies. As required, screening will be provided.

Display of Merchandise All business, manufacturing, and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure. Century Express Car Wash site plan and planned development amendment will meet this requirement and objective.

Accessibility The site shall be accessible from the proposed street network in the vicinity, which will be adequate to carry the anticipated traffic of the proposed development. In addition, the streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development. Century Express Car Wash planned development amendment and site plan will meet this requirement and objective.

Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. The intermittent decibel levels generated by Century Express Car Wash operations are similar to the noise generated by Appling and Reece Road.

This planned development meets the following 9.6.9 objectives:

A. The project will not have a substantial or undue adverse effect upon adjacent property, neighborhood character, traffic conditions, parking, utility facilities, and other matters affecting public health, safety, and general welfare. As described above, the Century Express Car Wash planned development request does not unduly injure or damage the use, value, and enjoyment of the surrounding property nor hinder or prevent the development of the neighboring property in accordance with the current development policies and plans of the City and the County. The proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties, including the future gas station and convenience store, and benefit the adjacent properties and uses.

B. The project will be constructed, arranged, and operated to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations. The project has been arranged to enable the continued future/proposed adjacent use and will not interfere with the development and uses of the fire station and other commercial uses next to the property. Century Car Wash Development will be created so that it not only preserves and protects but, in fact, enhances the surrounding commercial properties with the construction of a higher-valued commercial establishment. All auto-centric businesses and corridors, such as car washes and drive-through restaurants, produce manageable noise. The intermittent decibel levels generated by the car wash blowers are similar to the noise generated by vehicles on Appling and Reece Road (60-90 decibels).

Page 5 of 5

- C. The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection, emergency services, water, and sewers, or the Applicant will provide adequately for such services. As stated, sewer and storm facilities will be in place within the public right of way and adequately service the proposed car wash. Engineered construction documents shall be submitted for approval once the planned development is approved.
- D. The project will not result in the destruction, loss, or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance. As stated earlier, this project will not result in the loss or damage of any natural, scenic, or historic significance.
- E. The project complies with all additional standards imposed by any particular provisions authorizing such use. Century Express Car Wash planned development meets the intent and purposes of the code. All requests are reasonable and appropriate, given the location of the auto-centric property.
- F. The request will not adversely affect any plans to be considered (see Chapter 1.9) or violate the character of existing standards for development of the adjacent properties. The assimilation of uses is often necessary to help preserve, protect, and improve the property values for future development. The vehicle wash project is a straightforward development to assimilate into this auto-centric commercial comer. The car wash establishment will have onsite staff and management to assist customers. The car wash employees are professional, well trained in car wash operations, and take immense pride in the site's appearance, as evidenced by the Century Express Car Wash operations along Winchester Road, Southaven, MS, and Covington, Tn. Like other Century Express Car Washes the anticipated hours of operation may be from 7:30 am to 8:00 pm daily
- G. The governing bodies may impose conditions to minimize adverse effects on the neighborhood or public facilities and ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code. The proposed conditions ensure compatibility and maximize the buildability of the property. Additional reasonable conditions may be considered, which are not detrimental to the projects.
- H. Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns. Not applicable to this proposed planned development.

We are requesting support and approval for this Planned Development Amendment. This will ensure that the Applicant may repurpose the commercial and auto-centric property and turn it into a productive asset that will increase property values in the area. Please contact me if we can provide additional information or respond to any questions you have concerning this application at aarchambeau@eticorp.com or 320-267-4411.

With best regards,

ETI CORPORATION

Anita M. Archambeau, DPA AICP Urban Planner

ETI CORPORATION ENGINEERING • SURVEYING • LAND PLANNING • LANDSCAPE ARCHITECTURE 1755 LYNNFIELD ROAD, SUITE 100 • MEMPHIS, TN 38119 • OFFICE (901) 758-0400 • FAX (901 754-5135 • ETICORP.COM

SIGN AFFIDAVIT

AFFIDAVIT

Shelby County State of Tennessee I, Douglas M. Baker / ETI Corporation, being duly sworn, depose and say that at 4:00 PM am/pm June _____, 20_22_, I posted 1_ Public Notice Sign(s) on the 17th day of pertaining to Case No. PD 2022-016 at Cordova Road & Autumn Creek Drive providing notice of a Public Hearing before the $\underline{\hspace{1cm}}^{\hspace{1cm} \hspace{1cm} \hspace{1cm}}$ Land Use Control Board, _Memphis City Council, _____Shelby County Board of Commissioners for consideration of a proposed Land Use Action (__X__Planned Development, _____Special Use Permit, _____Zoning District Map Amendment, _____ Street and/or Alley Closure), a photograph of said sign(s) being attached hereon and a copy of the sign purchase receipt or rental contract attached hereto. 6/20/22 Owner, Applicant or Representative Date Subscribed and sworn to before me this 6th day of June, 2022. Jant m Smuth STATE Notary Public TENNESSEE NOTARY My commission expires: My Comm. Exp. March 28, 2026

LETTERS RECEIVED

No letters were received at the time of completion of this report.



MEMPHIS AND SHELBY COUNTY

Record Summary for Planned Development

Record Detail Information

Record Type: Planned Development Record Status: Pending

Opened Date: June 9, 2022

Record Number: PD 2022-016 Expiration Date:

Record Name: Century Express Car Wash-Appling Road-PD Amendment(PD 17-15)

Description of Work: On behalf of Century Express Car Wash, ETI Corporation is submitting a Planned Development Amendment application to facilitate the development of an existing vacant lot into a premier vehicle wash establishment. The 1.85-acre property is near the intersection of Appling Road and Reese Road and was part of the Reece Road/I-40 Planned Development Fourth Amendment project was approved in 2017 and featured many service-related and high-intensity auto-centric uses as allowable on the property. The site is zoned RU-3 with CL bulk regulations and is guided as primary multifamily according to Memphis 3.0.

The Applicant proposes developing the under-utilized area by building a thoughtfully designed vehicle wash service. Century Express Car Wash offers the most technologically advanced vehicle washes on the market. To accommodate this use, a request to amend the current planned amendment to allow vehicle washes as a permitted use. Further, the proposal also seeks to clarify signage requirements, including allowing up to 162 square feet of detached pole signage on a 35 foot pole and 35 square feet of digital/moveable signage on Appling Road, unregulated wall signage, all typical for commercial developments.

Parent Record Number:

Address: 0 APPLING RD, MEMPHIS, TN 38133

Owner Information

Primary Owner Name Owner Address Owner Phone

Yes EARTH VENTURES 3800 NEW GETWELL RD, MEMPHIS, TN

38118

Parcel Information

Parcel No:

095400 00627

Page 1 of 5 PD 2022-016

Contact Information

Name Organization Name Contact Type Phone
ETI Corporation DBA. ETI Applicant (901)

Corporation

383-3250

Suffix:

Address

1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119 1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119 1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119 1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119 1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119 1755 Lynnfield Road, Building "D", Ste. 100, Memphis, Memphis, TN 38119

Fee Information

Invoice # Fee Item Quantity Fees **Status Balance Date Assessed** Unit Fee Code Credit Card Use Fee INVOICED 0.00 06/09/2022 PLNGPUD08 1389105 39.00 (.026 x fee)

1389105 Planned Development - 1 1,500.00 INVOICED 0.00 06/09/2022 Acres PLNGPUD01

5 acres or less

Total Fee Invoiced: \$1,539.00 Total Balance: \$0.00

Payment Information

Payment Amount Method of Payment \$1,539.00 Credit Card

Data Fields

PREAPPLICATION MEETING

Name of DPD Planner LUCAS SKINNER

Date of Meeting 04/18/2022

GENERAL PROJECT INFORMATION

Planned Development Type Amendment to Existing PD

Previous Docket / Case Number PD 17-15

Medical Overlay / Uptown No

If this development is located in unincorporated Shelby County, is the tract at least three acres? (Note a tract of less than three acres is not eligible for a planned development in

unincorporated Shelby County)

Is this application in response to a citation, stop

work order, or zoning letter

If yes, please provide a copy of the citation, stop

N/A

Page 2 of 5 PD 2022-016

No

work order, and/or zoning letter along with any other relevant information

APPROVAL CRITERIA

UDC Sub-Section 9.6.9A

UDC Sub-Section 9.6.9B

UDC Sub-Section 9.6.9C

UDC Sub-Section 9.6.9D

UDC Sub-Section 9.6.9E

Not applicable to this site because it is commercial in use.

Like the other businesses adjacent to this project, the site will conform to all building development standards for the zoning district and outline plan, including building setbacks, parking requirements, building materials, and landscaping. The vehicle wash project is a straightforward development to assimilate into this auto-centric commercial corner. It provides a very typical buffer use from the future gas service station/convenience store and is often why vehicle washes accessory uses to convenience stores and gas stations

The developed use continues to serve the interest and needs of the Memphis community. Therefore, it will not unduly injure or damage the use, value, and enjoyment of the surrounding properties, nor hinder the development/redevelopment of the surrounding properties following the zoning and land use plans. In addition, the proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties and uses.

A premium will be placed on preserving the open space areas located on the infill/vacant lot. This is necessary to create a sense of natural amenity and protect against erosion and contamination by runoff on the site.

This property is guided for primarily multifamily neighborhood and services according to Memphis 3.0. The proposed use provides the mix of uses required within the primarily multifamily neighborhood categories (page 74) while still providing consistency with adjacent commercial land uses to the southwest and north. Further, the fire station (guided with primarily single-family) demonstrates the ability for a use to assimilate into a neighborhood without negative impacts.

Page 3 of 5 PD 2022-016

UDC Sub-Section 9.6.9F

Adding a vehicle wash service near a corner commercial lot is not detrimental to the surrounding property's development. In fact, the car wash will serve as a neighborhood amenity to the variety of resident unit types and other auto-oriented businesses (adjacent to the future gas/convenience store on the corner) in the general vicinity.

GENERAL PROVISIONS

UDC Sub-Section 4.10.3A

- B) An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development
- C) The location and arrangement of the structures, parking and loading areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses, and any part of the proposed development not used for such facilities shall be landscaped or otherwise improved except where natural features are such as to justify preservation
- D) Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest
- E) Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements

The developed use continues to serve the interest and needs of the Memphis community. Therefore, it will not unduly injure or damage the use, value, and enjoyment of the surrounding properties, nor hinder the development/redevelopment of the surrounding properties following the zoning and land use plans. In addition, the proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties and uses.

Sewer and storm facilities are or will be in place within the public right of way and are adequate to service the proposed car wash. Engineered construction documents shall be submitted for approval once the planned development amendment is approved.

This project will be a high-quality commercial site and will not create any inconsistencies with the public interest. Access will be provided from Appling Road. The site plan provides internal circulation seamlessly through the alignment of internal ingress/egress systems with the property to the north.

This amendment would add the car wash as a permitted use within the Planned Development Amendment at the proposed location, just south of the future gas station/convenience store. In addition, the site of the lot creates an optimal opportunity for a facility layout which makes the structure arrangement compatible and seamlessly transitions into the surrounding uses.

The Applicant and the property owner will maintain all landscaping, parking areas, and new buildings.

Page 4 of 5 PD 2022-016

F) Lots of record are created with the recording of a planned development final plan

A lot of record will be created with the recording of the planned development final plan.

Page 5 of 5 PD 2022-016



Memphis and Shelby County Office of Planning and Development CITY HALL 125 NORTH MAIN STREET-SUITE 468 MEMPHIS, TENNESSEE 38103-2084 (901) 576-6601

APPLICATION FOR PLANNED DEVELOPMENT APPROVAL (OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)

ate: June 9, 2022 Case #: PD 08-318					
	PLEASE TYPI	E OR PRINT			
Name of Development: Century E	xpress Carwash				
Property Owner of Record: Earth	Ventures	Phone #:			
Mailing Address: 3800 New Getw	ell Road	City/State: Memphis/Tn	Zip <u>38118</u>		
Property Owner E-Mail Address:					
Applicant: Century Express Car Wa	ash	Phone # 90	1-870-3213		
Mailing Address: 527 Halle Park D	rive	City/State: Collierville/TN	Zip <u>38017</u>		
Applicant E- Mail Address: leroy.	ratliff@centurywash.com				
Representative: Anita Archambeau	and Matt Wolfe, ETI Corp	Phone #: 320	-267-4411/901-758-0400		
Mailing Address: 1755 Lynnfield R	oad, Suite 100	City/State: Memphs/TN	Zip <u>38119</u>		
Representative E-Mail Address: 4	archambeau@eticorp.com	mwolfe@eticorp.com			
Engineer/Surveyor: ETI Corporation	n	Phone #901-758-0400			
Mailing Address: 1755 Lynnfield Ro	oad, Suite 100	City/State: Memphis/TN	Zip <u>38119</u>		
Engineer/Surveyor E-Mail Addre	SS: mwolfe@eticorp.com				
Street Address Location: Appling a	and Reese Road				
Distance to nearest intersecting st	reet: +/- 400 feet from the in	tersection of Appling Road and Rees	Road		
Area in Acres: Existing Zoning: Existing Use of Property Requested Use of Property	Parcel 1 +/- 1.85 Acres RU-3/PD Vacant Vehicle Wash	Parcel 2 Parcel 2	cel 3		
Overlay District.		c, no Planned Developments are p			
Unincorporated Areas: For resifullowing information:	dential projects in uninc	corporated Shelby County, pleas	se provide the		
Number of Residential U	nits: NA	Bedrooms: NA			
Expected Appraised Valu	e per Unit: NA	or Total Project: NA			

Amendment(s): Is the applicant applying for an amendment to an existing Planned Development?
Yes X NoNo The following modifications to existing planned developments are considered amendments: 1) a change to the permitted uses in a planned development, except in situations where a use of a higher classification is proposed to be changed to a use of a lower classification; 2) a modification to conditions that phases the uses, and 3) a
conversion of public streets. See Section 9.6.11E(1) of the UDC for further details.
4.10.3 Planned Development General Provisions The governing bodies may grant a special use permit for a planned development which modifies the applicable district regulations and other regulations of this development code upon written findings and recommendations to the Land Use Control Board and the Planning Director which shall be forwarded pursuant to provisions contained in section 4.10.3:
 Please address each sub-section below (Provide additional information on a separate sheet of paper if needed). The proposed development will not unduly injure or damage the use, value and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the current development policies and plans of the City and County. Please See Attached Written Document
 An approved water supply, community waste water treatment and disposal, and storm water drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development. Please See Attached Written Document

• The location and arrangement of the structures, parking areas, walks, lighting and other service facilities shall be compatible with the surrounding land uses... (see UDC sub-section 4.10.3C)

Please See Attached Written Document

• Any modification of the district standards that would otherwise be applicable to the site are warranted by the design of the outline plan and the amenities incorporated therein, and are not inconsistent with the public interest.

Please See Attached Written Document

• Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements.

Please See Attached Written Document

• Lots of records are created with the recording of a planned development final plan. Please See Attached Written Document

REQUIREMENTS PRIOR TO APPLICATION SUBMISSION

PRE-APPLICATION CONFERENCE - Not more than six (6) months nor less than five (5) working days prior to filing an application, the applicant shall arrange for a mandatory pre-application conference with OPD.

Pre-Application Conference held on: 4/18/2022 with Lucas Skinner

NEIGHBORHOOD MEETING - At least ten (10) days, but not more than 120 days, prior to a hearing before the Land Use Control Board, the applicant shall provide an opportunity to discuss the proposal with representatives from neighborhoods adjacent to the development site (Section 9.3.2).

Yes or Not Yet (Circle one) Neighborhood Meeting Requirement Met: (If yes, documentation must be included with application materials)

SIGN POSTING - A sign or signs shall be erected on-site no more than 30 days or less than 10 days prior to the date of the Land Use Control Board hearing. See Sub-Section 9.3.4C of the UDC for further details on sign posting.

I (we) hereby make application for the Planned Development described above and on the accompanying materials. I (we) accept responsibility for any errors or omissions which may result in the postponement of the application being reviewed by the Memphis & Shelby County Land Use Control Board at the next available hearing date. I (We), owner(s) of the above described property hereby authorize the filing of this application and the above named persons to act on my behalf. CENTURY ONE, LLC

Property Owner of Record

GUIDE FOR SUBMITTING PLANNED DEVELOPMENT APPLICATION (OUTLINE PLAN APPROVAL/OUTLINE PLAN AMENDMENT)

- A THE APPLICATION - Two (2) collated sets of this application in accordance with the requirements of the Unified Development Code and as outlined below shall be submitted to OPD. The following information is required to be submitted for consideration as a complete application, and except for copies of the Outline and/or Site/Concept Plan, shall be provided on sheets of 8.5"x11" in size. The application with original signatures shall be completed either with legible print or typewritten. Each application set shall be compiled in the following order:
 - 1) This application, 8.5"x11" Outline and/or Site/Concept Plan, Legal Description, Vicinity Map, 2-3 sets of gummed-backed Mailing Labels, 2 sets of paper copied Mailing Labels, Letter of Intent, 20"x24" Outline and/or Site/Concept Plan (folded), copy of Deed(s).
 - 2) A compact disc with all submittal documents in "PDF" and any proposed conditions in "WORD".
- B. **LETTER OF INTENT** - The letter shall include the following:
 - A brief narrative statement generally describing the nature, location and extent of the development and the market it is intended to serve.
 - b) A list of any professional consultants associated with the proposed development.
 - c). A written statement generally describing the relationship of the proposed development to the current policies and plans of the City and County. The statement shall include how the proposed

- development is to be designed, arranged and operated in order to limit impact to neighboring properties.
- d) A description of the applicant's planning objectives, the approaches to be followed in achieving those objectives.

C. **OUTLINE PLAN**

- 1) Two (2) copies of an Outline Plan shall be submitted and drawn at a scale of not less 1"=100' for developments of less than 150 acres, 1"=200' for developments between 150 and 1,000 acres, and 1"=300' feet for developments in excess of 1,000 acres. If property is encumbered by easements, show type and location on plot plan.
- 2) Two (2) copies of legal description shall be attached to plot plan if not shown or described on the plan
- D. <u>SITE/CONCEPT PLAN</u> Two (2) copies of the site/concept plan shall be submitted and depict the following: (a) property boundary lines and dimensions, existing utilities and easements, roadways, rail lines and public rights-of-way, crossing adjacent to the subject property; (b) the proposed height, dimensions and arrangements of buildings on the property; (c) the type and location of proposed landscaping; (d) the location of points of ingress/egress (driveways), parking lots and loading areas on the site; and (e) any proposed substantial re-grading of the site and any significant topographical or physical features of the site including water courses or ponds. Site/Concept plans shall be drawn at a scale of not less 1"=100' for developments of less than 150 acres, 1"=200' for developments between 150 and 1,000 acres, and 1"=300' feet for developments in excess of 1,000 acres.
- E. <u>ELEVATIONS</u> Two (2) copies of building elevations *may* be required upon request by the Office of Planning and Development. Factors that will be taken into consideration by the Office of Planning and Development in its determination that building elevations are required are surrounding land uses, frontage requirements and proximity of the requested building(s) to the public right-of-way.

F. VICINITY MAP

Two (2) copies showing the subject property (boldly outlined) and all parcels within a 500'radius. If the 500'radius includes less than 25 property owners, the radius shall be extended at 100' intervals to reach a minimum of 25 property owners provided, however, that the maximum total radius is 1,500'. Show for each parcel its dimensions, owner's name (on the vicinity map unless prior approval is given to do otherwise) and the public streets, alleys or private drives that it abuts. In situations where the parcels on the map are so small that the property owner's names are unable to fit and numbered legend is used, every effort should be made to place the legend on the map itself and not a separate sheet.

G. <u>LIST OF NAMES AND ADDRESSES</u>

- 1) Two (2) complete lists of names and mailing addresses, including zip codes, of all owners shown on the vicinity map, typewritten on 1"x $2^{5/8}$ " self-adhesive mailing labels and 2 paper sets. Three (3) sets of gummed back mailing labels and paper copies are needed for subject properties located in Shelby County but within five (5) miles of the Memphis City limits.
- 2) Two (2) self-adhesive mailing labels (1"x $2^{5/8}$ ") each for the owner of record, applicant, representative and/or engineer/surveyor.

H. FILING FEES (All Fees Are Subject To Change without Prior Notice)

1) Planned Development: 5.0 Acres or less=\$1,500. Each additional acre or fraction thereof =\$100, Maximum =\$10,000. Make check payable to "M/SC Office of Planning and Development"

*ALL APPLICATIONS MUST BE SUBMITTED IN PERSON AND THE SUBMITTER MUST RECEIVE A RECEIPT OF ACCEPTANCE FROM STAFF



FNGINFFRING • SURVEYING • LAND PLANNING • LANDSCAPE ARCHTECTURE

PRINCIPALS

Mathew D. Wolfe Christopher E. Perry Douglas M. Baker Steve R. Hooper David M. Docauer

June 9, 2022

Office of Planning and Development 125 N. Main Street, Room 477 Memphis, TN 38103

RE: Letter of Intent and Justification

> Application for Century Express Car Wash–Planned Development Amendment(PD 17-15) Near the intersection of Appling Road and Reese Road, Memphis TN

On behalf of Century Express Car Wash, ETI Corporation is submitting a Planned Development Amendment application to facilitate the development of an existing vacant lot into a premier vehicle wash establishment. The 1.85-acre property is near the intersection of Appling Road and Reese Road and was part of the Reece Road/I-40 Planned Development Fourth Amendment project was approved in 2017 and featured many service-related and high-intensity auto-centric uses as allowable on the property. The site is zoned RU-3 with CL bulk regulations and is guided as primary multifamily according to Memphis 3.0.

The Applicant proposes developing the under-utilized area by building a thoughtfully designed vehicle wash service. Century Express Car Wash offers the most technologically advanced vehicle washes on the market. To accommodate this use, a request to amend the current planned amendment to allow vehicle washes as a permitted use. Further, the proposal also seeks to clarify signage requirements, including allowing up to 162 square feet of detached pole signage on a 35 foot pole and 35 square feet of digital/moveable signage on Appling Road, unregulated wall signage, al typical for commercial developments.

Neighborhood Combability. Like the other businesses adjacent to this project, the site will conform to all building development standards for the zoning district and outline plan, including building setbacks, parking requirements, building materials, and landscaping. The vehicle wash project is a straightforward development to assimilate into this auto-centric commercial corner. It provides a very typical buffer use from the future gas service station/convenience store and is often why vehicle washes accessory uses to convenience stores and gas stations

Vehicle Wash Operations. The establishment will have onsite staff and management to assist customers. The employees are professionally well trained in vehicle wash operations. They take immense pride in the site's appearance, as evidenced by the Century Express Car Wash operations on Winchester. Like other Century Express Car Washes – the anticipated hours of operation may be from 7:30 am to 8:00 pm daily.

Traffic and Interior Circulation. Onsite vehicular circulation was designed following accepted traffic engineering standards. As a result, there will be no issues with vehicle circulation. In addition, as the vehicles leave the pay station, they enter the vehicle wash building, exiting onto a parking area containing free vacuum use, creating an efficient and effective interior traffic circulation pattern.

Economic Impact and Trends The vehicle wash industry is growing due to increased vehicle usage. People are becoming more conscious of the environmental impacts of washing vehicles at their homes. The proposed vehicle wash provides the property with a net increase of patrons who will continue to drive investment and visibility in adjacent properties. This use provides an excellent transition of use from

This planned development amendment meets the following 4.10.2 objectives:

Environmental design in the development of land that is of a higher quality than is possible under the regulations otherwise applicable to the property. The Century Car Wash Development will be created so that it not only preserves and protects but, in fact, enhances the surrounding commercial and residential properties through the construction of a higher-valued commercial establishment. The development will reflect sensitivity and consistency to the surrounding land uses and encourage the highest quality development of the adjacent properties.

Diversification in the uses permitted and variation in the relationship of uses, structures, open space, and height of structures in developments intended as cohesive, unified projects.

This population and driver increase provides an opportunity for the development and the need for a broader range of commercial uses. This project will be a high-quality commercial site and will not create any public interest inconsistencies. Access will continue to be accommodated by the existing roadway to the north and east sides of the property. The increased height for the detached signage both faces established commercial development and would be in keeping with the tone of the commercial area. The site plan provides internal circulation seamlessly. Adequate and required parking for customer and employee parking will be provided.

Functional and beneficial uses of open space areas. All land shown on the plan as common open space will be improved and maintained by the owner, creating a refreshed use of space and landscaping.

Preservation of natural features of a development site. A premium will be placed on preserving the open space areas located on the infill/vacant lot. This is necessary to create a sense of natural amenity and protect against erosion and contamination by runoff on the site.

Creation of a safe and desirable living environment for residential areas characterized by a unified building and site development program. Not applicable to this site because it is commercial in use.

Rational and economic development in relation to public services. Century Express Car Wash will provide adequate public facilities and infrastructure and will not burden public parks, recreation, public safety, or public facilities. Adequate public facilities and infrastructure are available or will be provided as part of this project's construction. The development will be completed to the high standards anticipated by the commercial and residential neighbors and ensure that all community features and amenities considered common assets are continuously maintained in a quality manner.

Efficient and effective traffic circulation within and adjacent to the development site supports or enhances the approved transportation network. The site will continue to have an efficient interior circulation plan. No additional trails, sidewalks, or major roadways are required for this development based on adopted plans.

Creation of a variety of housing compatible with surrounding neighborhoods to provide a greater choice of types of environments and living units. Not applicable to this property. We are revitalizing established commercial centers of integrated design to encourage the rehabilitation of such centers to meet current market preferences. As noted above, adding a vehicle wash service near a corner commercial lot is not detrimental to the surrounding property's development. In fact, the car wash will serve as a neighborhood amenity to the variety of resident

unit types and other auto-oriented businesses (adjacent to the future gas/convenience store on the corner) in the general vicinity.

Provision in attractive and appropriate locations for business and manufacturing uses in well-designed buildings and provision of opportunities for employment closer to residence with a reduction in travel time from home to work. Century Express Car Wash will be created so that it not only preserves and protects but, in fact, enhances adjacent commercial and residential properties through the construction of a higher-valued commercial establishment with building materials that blend seamlessly with the current and proposed adjacent commercial development, along with the existing fire station. As discussed above, the proposed height for the detached signage would be in keeping with the tone of the commercial area. In addition, the development will reflect sensitivity to the surrounding land uses and encourage the highest quality development of the adjacent properties.

Consistency with the Memphis 3.0: This property is guided for primarily multifamily neighborhood and services according to Memphis 3.0. The proposed use provides the mix of uses required within the primarily multifamily neighborhood categories (page 74) while still providing consistency with adjacent commercial land uses to the southwest and north. Further, the fire station (guided with primarily single-family) demonstrates the ability for a use to assimilate into a neighborhood without negative impacts.

This project meets the following Planned Development General Provisions in Section 4.10.3: The proposed development will not unduly injure or damage the use, value, and enjoyment of surrounding property nor unduly hinder or prevent the development of surrounding property in accordance with the City and County's current development policies and plans. The developed use continues to serve the interest and needs of the Memphis community. Therefore, it will not unduly injure or damage the use, value, and enjoyment of the surrounding properties, nor hinder the development/redevelopment of the surrounding properties following the zoning and land use plans. In addition, the proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties and benefit the adjacent properties and uses.

An approved water supply, community wastewater treatment and disposal, and stormwater drainage facilities that are adequate to serve the proposed development have been or will be provided concurrent with the development. Sewer and storm facilities are or will be in place within the public right of way and are adequate to service the proposed car wash. Engineered construction documents shall be submitted for approval once the planned development amendment is approved.

The location and arrangement of the structures, parking areas, walks, lighting, and other service facilities shall be compatible with the surrounding land uses... (see UDC sub-section 4.10.3C). This project will be a high-quality commercial site and will not create any inconsistencies with the public interest. Access will be provided from Appling Road. The site plan provides internal circulation seamlessly through the alignment of internal ingress/egress systems with the property to the north.

Any modification of the district standards that would otherwise be applicable to the site is warranted by the outline plan's design and the amenities incorporated therein and are not inconsistent with the public interest. This amendment would add the car wash as a permitted use within the Planned Development Amendment at the proposed location, just south of the future gas station/convenience store. In addition, the site of the lot creates an optimal opportunity for a facility

layout which makes the structure arrangement compatible and seamlessly transitions into the surrounding uses.

Homeowners' associations or some other responsible party shall be required to maintain any and all common open space and/or common elements. The Applicant and the property owner will maintain all landscaping, parking areas, and new buildings.

Lots of records are created with the recording of a planned development final plan. A lot of record will be created with the recording of the planned development final plan.

This planned development meets the following 4.10.5 objectives:

Screening When commercial or industrial structures or uses in a planned commercial or industrial development abut a residential district or permitted residential buildings in the same development, screening may be required by the governing bodies. As required, screening will be provided.

Display of Merchandise All business, manufacturing, and processing shall be conducted, and all merchandise and materials shall be displayed and stored, within a completely enclosed building or within an open area which is completely screened from the view of adjacent properties and public rights-of-way, provided, however, that when an automobile service station or gasoline sales are permitted in a planned commercial development, gasoline may be sold from pumps outside of a structure. Century Express Car Wash site plan and planned development amendment will meet this requirement and objective.

Accessibility The site shall be accessible from the proposed street network in the vicinity, which will be adequate to carry the anticipated traffic of the proposed development. In addition, the streets and driveways on the site of the proposed development shall be adequate to serve the enterprises located in the proposed development. Century Express Car Wash planned development amendment and site plan will meet this requirement and objective.

Landscaping shall be required to provide screening of objectionable views of uses and the reduction of noise. The intermittent decibel levels generated by Century Express Car Wash operations are similar to the noise generated by Appling and Reece Road.

This planned development meets the following 9.6.9 objectives:

A. The project will not have a substantial or undue adverse effect upon adjacent property, neighborhood character, traffic conditions, parking, utility facilities, and other matters affecting public health, safety, and general welfare. As described above, the Century Express Car Wash planned development request does not unduly injure or damage the use, value, and enjoyment of the surrounding property nor hinder or prevent the development of the neighboring property in accordance with the current development policies and plans of the City and the County. The proposed commercial business provides the property with a net increase of patrons that will continue to drive investment in the adjacent properties, including the future gas station and convenience store, and benefit the adjacent properties and uses.

B. The project will be constructed, arranged, and operated to be compatible with the immediate vicinity and not interfere with the development and use of adjacent property in accordance with the applicable district regulations. The project has been arranged to enable the continued future/proposed adjacent use and will not interfere with the development and uses of the fire station and other commercial uses next to the property. Century Car Wash Development will be created so that it not only preserves and protects but, in fact, enhances the surrounding commercial properties with the construction of a higher-valued commercial establishment. All auto-centric businesses and corridors, such as car washes and drive-through restaurants, produce manageable noise. The intermittent decibel levels generated by the car wash blowers are similar to the noise generated by vehicles on Appling and Reece Road (60-90 decibels).

- C. The project will be served adequately by essential public facilities and services such as streets, parking, drainage, refuse disposal, fire protection, emergency services, water, and sewers, or the Applicant will provide adequately for such services. As stated, sewer and storm facilities will be in place within the public right of way and adequately service the proposed car wash. Engineered construction documents shall be submitted for approval once the planned development is approved.
- D. The project will not result in the destruction, loss, or damage of any feature determined by the governing bodies to be of significant natural, scenic, or historic importance. As stated earlier, this project will not result in the loss or damage of any natural, scenic, or historic significance.
- E. The project complies with all additional standards imposed by any particular provisions authorizing such use. Century Express Car Wash planned development meets the intent and purposes of the code. All requests are reasonable and appropriate, given the location of the auto-centric property.
- **F.** The request will not adversely affect any plans to be considered (see Chapter 1.9) or violate the character of existing standards for development of the adjacent properties. The assimilation of uses is often necessary to help preserve, protect, and improve the property values for future development. The vehicle wash project is a straightforward development to assimilate into this auto-centric commercial corner. The car wash establishment will have onsite staff and management to assist customers. The car wash employees are professional, well trained in car wash operations, and take immense pride in the site's appearance, as evidenced by the Century Express Car Wash operations along Winchester Road, Southaven, MS, and Covington, Tn. Like other Century Express Car Washes the anticipated hours of operation may be from 7:30 am to 8:00 pm daily.
- G. The governing bodies may impose conditions to minimize adverse effects on the neighborhood or public facilities and ensure compatibility of the proposed development with surrounding properties, uses, and the purpose and intent of this development code. The proposed conditions ensure compatibility and maximize the buildability of the property. Additional reasonable conditions may be considered, which are not detrimental to the projects.
- H. Any decision to deny a special use permit request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record, per the Telecommunications Act of 1996, 47 USC 332(c)(7)(B)(iii). The review body may not take into account any environmental or health concerns. Not applicable to this proposed planned development.

We are requesting support and approval for this Planned Development Amendment. This will ensure that the Applicant may repurpose the commercial and auto-centric property and turn it into a productive asset that will increase property values in the area. Please contact me if we can provide additional information or respond to any questions you have concerning this application at aarchambeau@eticorp.com or 320-267-4411.

With best regards,

ETI CORPORATION

Anita M. Archambeau, DPA AICP Urban Planner

PRIOR TO LAND DISTURBANCE, EROSION PREVENTION SEDIMENT CONTROL (EPSC) MEASURES SHALL BE IMPLEMENTED PER CITY ORDINANCES 4538 & 5446.

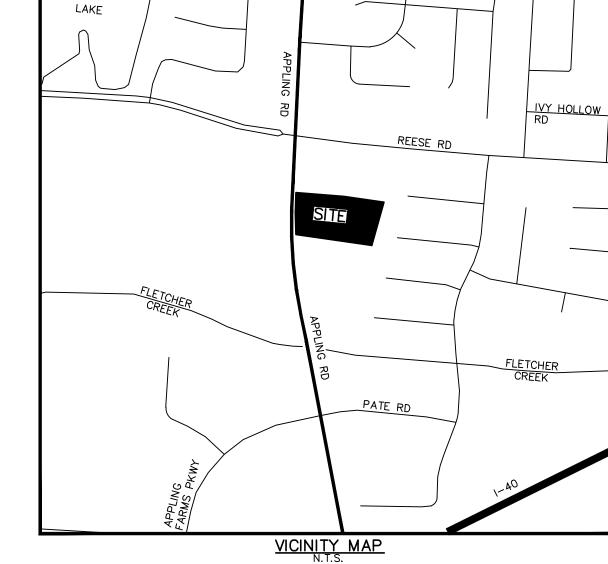
- NO TREES, SHRUBS, PERMANENT STRUCTURES, OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENT. NO OTHER UTILITIES OR SERVICES MAY OCCUPY SANITARY SEWER EASEMENTS IN PRIVATE DRIVES AND YARDS EXCEPT FOR CROSSINGS.
- THE CITY OF MEMPHIS SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC SEWER LINES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.

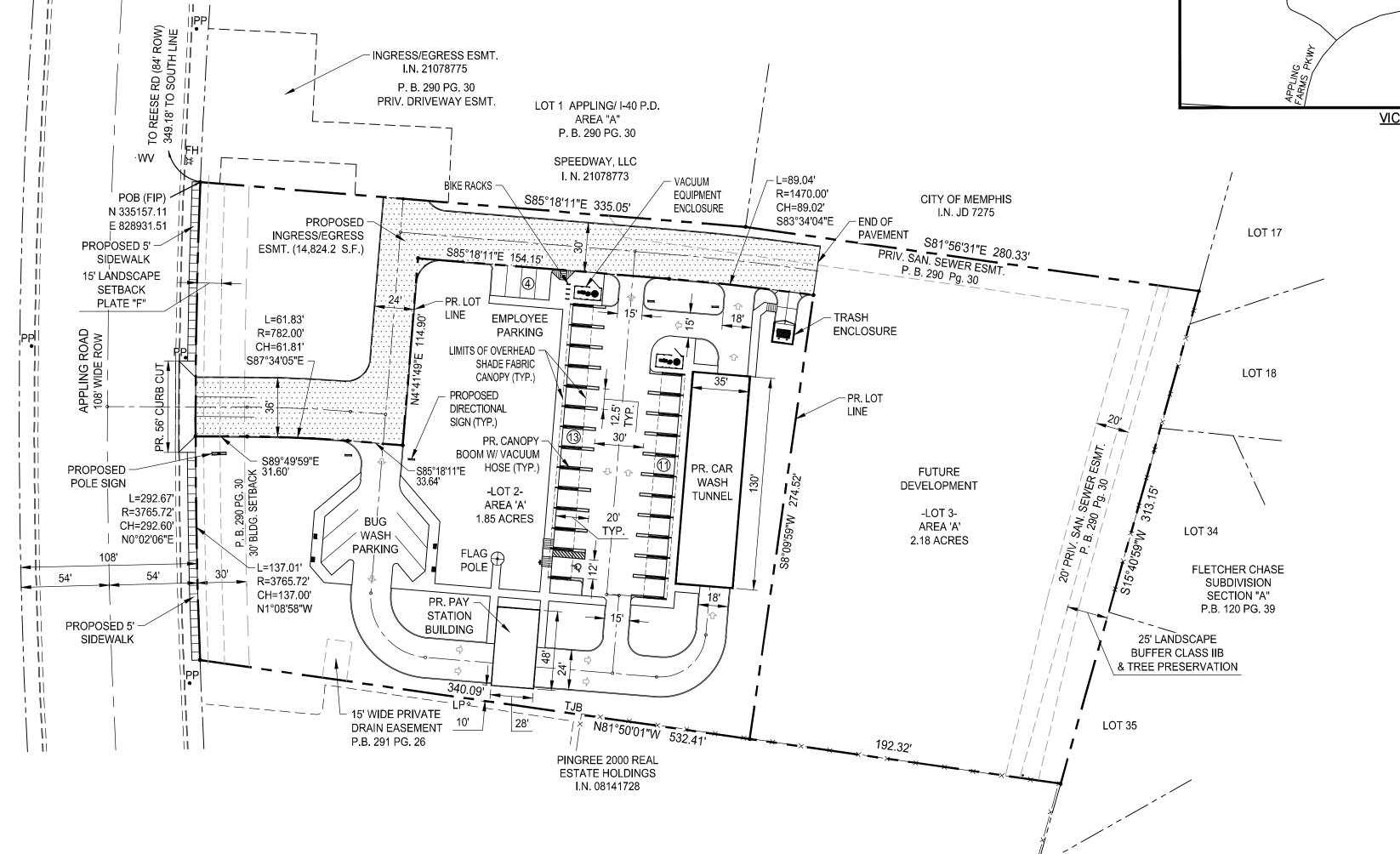
PLEASE BE ADVISED THAT A BUILDING PERMIT ISSUED BY THE MEMPHIS/ SHELBY COUNTY OFFICE OF CONSTRUCTION CODE ENFORCEMENT DOES NOT ALLOW FOR ALTERATIONS AND/OR IMPROVEMENTS TO ANY RIGHT OF WAY (ROW) MAINTAINED BY THE CITY OF MEMPHIS. ALTERATIONS AND/OR IMPROVEMENTS TO THE CITY OF MEMPHIS ROW INCLUDE BUT ARE NOT LIMITED TO WORK PERFORMED ON SIDEWALKS, CURB AND GUTTER, DRIVE APRONS AND UTILITY TIE-INS. ROW PERMITS MUST BE OBTAINED FROM THE MEMPHIS CITY ENGINEER'S OFFICE AT (901) 636-6700.

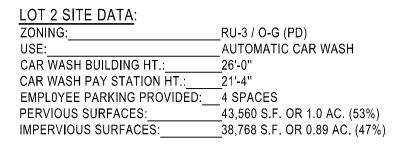
CITY BENCH MARK: CITY OF MEMPHIS BENCHMARK #23 ELEVATION: 274.01 MAP & BLOCK: 134-N STREET NAME: APPLING RD. & REESE RD. DESCRIPTION: CITY MONUMENT IS LOCATED ON THE NW COR., 300' NW FROM CENTERLINE P.I., 2' E OF P/POLE #211892 AT BACK P/LINE OF EXISTING SUBDIVISION.

FEMA FLOOD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN AN AREA DESIGNATED AS A "SPECIAL FLOOD HAZARD AREA" AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 47157C0304G DATED FEBRUARY 6, 2013. NEAREST BFE - 271.00



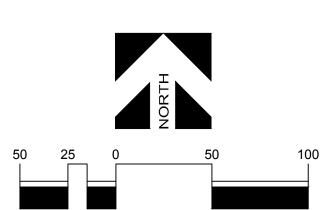




PROPOSED SIDEWALK TABLE				
STREET NAME SIDEWALK WIDTH SIDE LOCATION FROM BACK OF CURBLINE				
APPLING ROAD	5-FEET	EAST	±4-Feet	

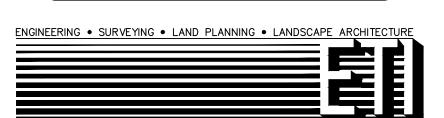
THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE FRONTAGES OF EACH LOT BY THE BUILDING PERMIT HOLDER PRIOR TO USE AN OCCUPANCY OF THE BUILDING. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO USE AN OCCUPANCY OF THE BUILDING.

* NOTE: If there is no curbline measure from the edge of pavement.



SCALE: 1" = 50'





1755 LYNNFIELD ROAD, SUITE 100 . MEMPHIS, TENNESSEE 38119 . (901)758-0400 . ETICORP.CO

DRAINAGE BASIN: FLETCHER 12-A

FINAL PLAT			SITE PLAN	
APPLING / I-40 PD, AREA 'A', LOT 2, PHASE 2 CENTURY EXPRESS CAR WASH				
CASE NUMBER:	CASE NUMBER:		FORMER CASE NUMBERS: PD 17-15	
MEMPHIS, TENNESSEE	MEMPHIS, TENNESSEE			
NUMBER OF LOTS: 01	ACREAGE: 4.03 ACRES		WARD OR DISTRICT <u>95</u> , BLOCK <u>400</u> , PARCEL <u>627</u>	
DEVELOPER: CENTURY EXPRESS CAR WASH 527 HALLE PARK DRIVE COLLIERVILLE, TN. 38107		ENGINEER : ETI CORPORATION 1755 LYNNFIELD ROAD, SUITE 100 MEMPHIS, TN. 38119		
100-YEAR FLOOD ELEVATION: 271.3	FEMA MAP PANEL 47157C0304G	NUMBER:	FEMA MAP DATE: FEBRUARY 6, 2013	
DATE: JUNE 9, 2022	SCALE: 1" = 50		SHEET 1 OF 6	

BEGINNING AT A FOUND 1/2" IRON PIN ON THE EAST LINE OF APPLING ROAD (108' WIDE PUBLIC ROW) 349.18 FEET SOUTH OF THE TANGENT INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF REESE ROAD (84' WIDE PUBLIC ROW), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PROPOSED LOT 3, SAID POINT ALSO HAVING TENNESSEE GRID COORDINATES OF N 335157.11 E 828931.51;

THENCE S85°18'11"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 335.05 FEET TO A FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE CITY OF MEMPHIS PROPERTY (INSTRUMENT NUMBER JD 7275);

THENCE S81°56'31"E ALONG THE SOUTH LINE OF SAID CITY OF MEMPHIS PROPERTY A DISTANCE OF 280.33 FEET TO A SET 1/2" IRON PIN ON THE WEST LINE OF SECTION "A", FLETCHER CHASE SUBDIVISION (PLAT BOOK 120 PAGE 39);

THENCE S15°40'59"W ALONG SAID WEST LINE A DISTANCE OF 313.15 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHEAST CORNER OF THE PINGREE 2000 REAL ESTATE HOLDINGS PROPERTY (INSTRUMENT NUMBER 08141728);

THENCE N81°50'01"W ALONG THE NORTH LINE OF SAID PINGREE PROPERTY A DISTANCE OF 192.32 FEET TO A POINT ON THE EAST LINE OF PROPOSED LOT 2:

THENCE N8°09'59"E ALONG SAID EAST LINE A DISTANCE OF 274.52 FEET TO A POINT:

THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID PROPOSED LOT 2 AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1470.00 FEET, AN ARC LENGTH OF 89.04 FEET AND CHORD OF 89.02 FEET (N83°34'04"W) TO THE POINT OF TANGENCY;

THENCE N85°18'11"W ALONG SAID NORTH LINE A DISTANCE OF 154.15 FEET TO A POINT;

THENCE S4°41'49"W A DISTANCE OF 114.09 FEET TO A POINT;

THENCE N85°18'11"W ALONG THE NORTH LINE OF SAID PROPOSED LOT 2 A DISTANCE OF 33.64 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 782.00 FEET, AN ARC LENGTH OF 61.83 FEET AND CHORD OF 61.81 FEET (N87°34'05"W) TO THE POINT OF TANGENCY;

THENCE N89°49'59"W ALONG SAID NORTH LINE A DISTANCE OF 31.60 FEET TO A POINT ON THE EAST LINE OF APPLING ROAD;

THENCE NORTHWARDLY ALONG SAID EAST LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3765.72 FEET, AN ARC LENGTH OF 155.66 FEET AND CHORD OF 155.65 FEET (N1°04'38"E) TO THE POINT OF BEGINNING.

CONTAINING 2.18 ACRES MORE OR LESS.

REVISED LOT 2 PROPERTY LINE DESCRIPTION

BEING A SURVEY OF PART OF LOT 2, APPLING/I-40 P.D., AREA "A" RECORDED IN PLAT BOOK 290 PAGE 30 AT THE SHELBY COUNTY REGISTERS OFFICE AND BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF APPLING ROAD (108' WIDE PUBLIC ROW) 504.84 FEET SOUTH OF THE TANGENT INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF REESE ROAD (84' WIDE PUBLIC ROW), SAID POINT BEING ON THE SOUTH LINE OF PROPOSED LOT 3;

THENCE S89°49'59"E ALONG SAID SOUTH LINE A DISTANCE OF 31.60 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE EASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 782.00 FEET, AN ARC LENGTH OF 61.83 FEET AND CHORD OF 61.61 FEET (\$87°34'05"E) TO THE POINT OF TANGENCY;

THENCE S85°18'11"E ALONG SOUTH LINE OF PROPOSED LOT 3 A DISTANCE OF 33.64 TO A POINT:

THENCE N4°41'49"E ALONG SAID PROPOSED LOT 3 A DISTANCE OF 114.90 FEET TO A POINT:

THENCE S85°18'11"E ALONG THE SOUTH LINE OF SAID PROPOSED LOT 3 A DISTANCE OF 154.15 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE EASTWARDLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1470.00 FEET, AN ARC LENGTH OF 89.04 FEET AND CHORD OF 89.02 FEET (\$83°34'04"E) TO A POINT;

THENCE S8°09'59"W ALONG THE WEST LINE OF PROPOSED LOT 3 A DISTANCE OF 274.52 FEET TO A POINT ON THE NORTH LINE OF THE PINGREE 2000 REAL ESTATE HOLDINGS PROPERTY (INSTRUMENT NUMBER 08141728);

THENCE N81°50'01"W ALONG THE NORTH LINE OF SAID PINGREE PROPERTY A DISTANCE OF 340.09 FEET TO A POINT ON THE EAST LINE OF APPLING ROAD;

THENCE NORTHWARDLY ALONG SAID EAST LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3765.72 FEET, AN ARC LENGTH OF 137.01 FEET AND CHORD OF 137.00 FEET (N1°08'58"W) TO THE POINT OF

CONTAINING 1.85 ACRES MORE OR LESS.

EXISTING PERIMETER PROPERTY LINE DESCRIPTION

BEING A SURVEY OF LOT 2, APPLING/I-40 P.D., AREA "A" RECORDED IN PLAT BOOK 290 PAGE 30 AT THE SHELBY COUNTY REGISTERS OFFICE AND BEING LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON PIN ON THE EAST LINE OF APPLING ROAD (108' WIDE PUBLIC ROW) 349.18 FEET SOUTH OF THE TANGENT INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF REESE ROAD (84' WIDE PUBLIC ROW), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, SAID POINT ALSO HAVING TENNESSEE GRID COORDINATES OF N 335157.11 E 828931.51;

THENCE S85°18'11"E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 335.05 FEET TO A FOUND 1/2" IRON PIN AT THE SOUTHWEST CORNER OF THE CITY OF MEMPHIS PROPERTY (INSTRUMENT NUMBER JD 7275);

THENCE S81°56'31"E ALONG THE SOUTH LINE OF SAID CITY OF MEMPHIS PROPERTY A DISTANCE OF 280.33 FEET TO A SET 1/2" IRON PIN ON THE WEST LINE OF SECTION "A", FLETCHER CHASE SUBDIVISION (PLAT BOOK 120 PAGE 39);

THENCE S15°40'59"W ALONG SAID WEST LINE A DISTANCE OF 313.15 FEET TO A FOUND 1/2" IRON PIN AT THE NORTHEAST CORNER OF THE PINGREE 2000 REAL ESTATE HOLDINGS PROPERTY (INSTRUMENT NUMBER 08141728);

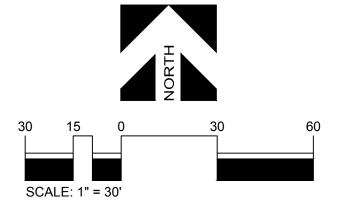
THENCE N81°50'01"W ALONG THE NORTH LINE OF SAID PINGREE PROPERTY A DISTANCE OF 532.41 FEET TO A FOUND 1/2" IRON PIN ON THE EAST LINE OF APPLING ROAD;

THENCE NORTHWARDLY ALONG SAID EAST LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3765.72 FEET, AN ARC LENGTH OF 292.67 AND A CHORD OF 292.60 FEET (N0°02'06"E) TO THE POINT OF BEGINNING.

CONTAINING 4.0271 ACRES MORE OR LESS.

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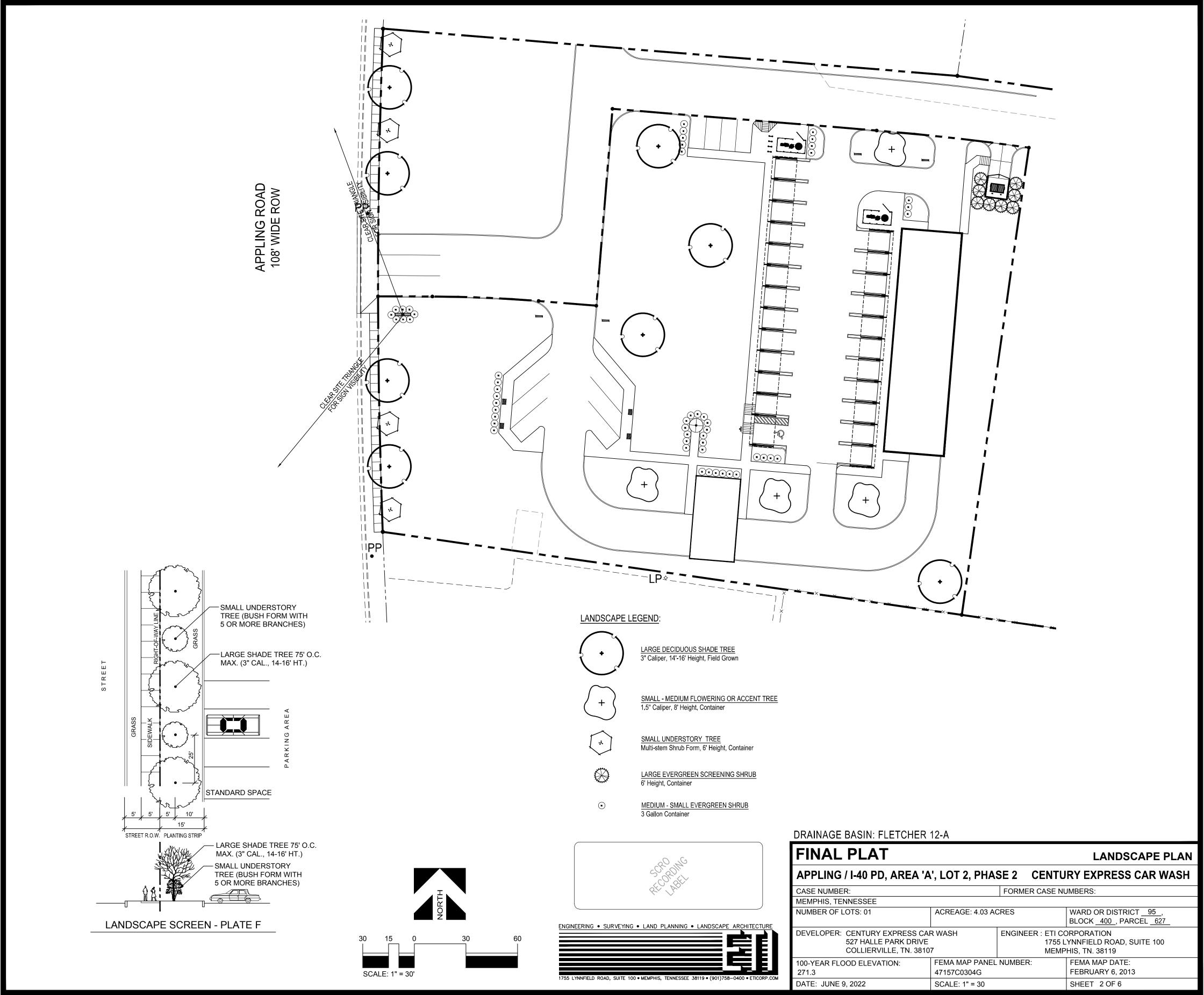
1755 LYNNFIELD ROAD, SUITE 100 . MEMPHIS, TENNESSEE 38119 . (901)758-0400 . ETICORP.CI



DRAINAGE BASIN: FLETCHER 12-A

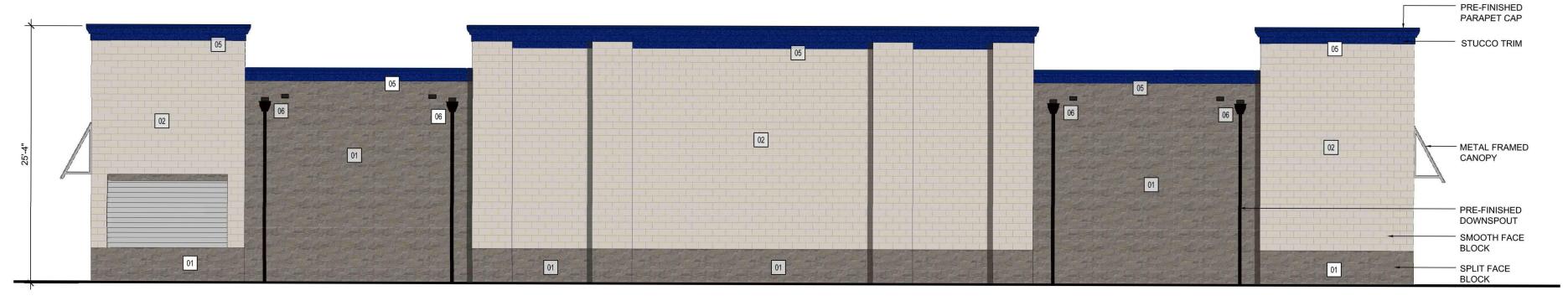
PLOT PLAN

APPLING / I-40 PD, AREA 'A', LOT 2, PHASE 2 CENTURY EXPRESS CAR WASH FORMER CASE NUMBERS: CASE NUMBER: MEMPHIS, TENNESSEE NUMBER OF LOTS: 01 ACREAGE: 4.03 ACRES WARD OR DISTRICT 95, BLOCK <u>400</u>, PARCEL <u>627</u> DEVELOPER: CENTURY EXPRESS CAR WASH **ENGINEER: ETI CORPORATION** 527 HALLE PARK DRIVE 1755 LYNNFIELD ROAD, SUITE 100 COLLIERVILLE, TN. 38107 MEMPHIS, TN. 38119 100-YEAR FLOOD ELEVATION: FEMA MAP PANEL NUMBER: FEMA MAP DATE: **FEBRUARY 6, 2013** 271.3 47157C0304G DATE: JUNE 9, 2022 SCALE: 1" = 50 SHEET 1 OF 1









EAST ELEVATION

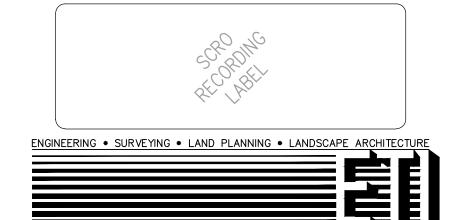






NORTH ELEVATION
N.T.S.

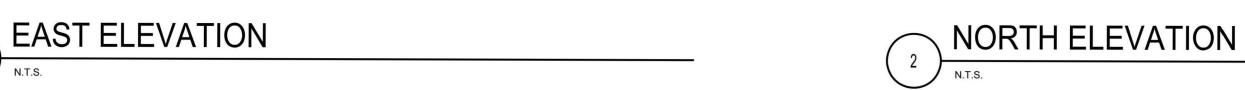
KEY	DESCRIPTION	MANUFACTURER	PRODUCT DESCRIPTION
01	PAINTED SPLIT FACE CMU	SHERWIN WILLIAMS	COLOR: SW 7024 FUNCTIONAL GRAY
02	PAINTED CMU	SHERWIN WILLIAMS	COLOR: SW 7029 AGREEABLE GRAY
03	CABLE SUPPORTED ALUMINUM CANOPIES	MAPES CANOPIES LLC OR APPROVED EQUAL	COLOR: SELECTED BY OWNER
04	METAL FRAMED SLOPED CANOPY	MAPES CANOPIES LLC OR APPROVED EQUAL	COLOR: SELECTED BY OWNER
05	TEXTURED STUCCO FINISH	PAREX USA	COLOR: MATCH BLUE SIGN COLOR TEXTURE: LIGHT/FINE TEXTURE
06	GUTTERS, DOWNSPOUTS, CONDUCTOR HEADS	-	COLOR: DARK BRONZE



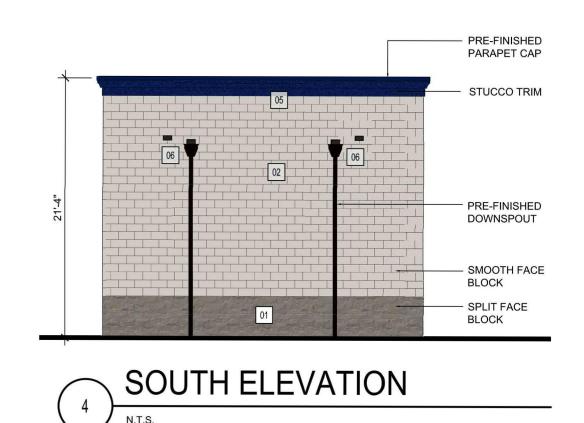
1755 LYNNFIELD ROAD, SUITE 100 . MEMPHIS, TENNESSEE 38119 . (901)758-0400 . ETICORP.COM

DRAINAGE BASIN: FLETCHER	12-A			
FINAL PLAT	CAR W	ASH 1	TUNNEL	BUILDING ELEVATIONS
APPLING / I-40 PD, AREA 'A	N', LOT 2, PHA	SE 2	CENTU	RY EXPRESS CAR WASH
CASE NUMBER:		FORM	ER CASE NU	JMBERS:
MEMPHIS, TENNESSEE				
NUMBER OF LOTS: 01	ACREAGE: 4.03 A	CRES		WARD OR DISTRICT95_, BLOCK400_, PARCEL627_
DEVELOPER: CENTURY EXPRESS CAR WASH 527 HALLE PARK DRIVE COLLIERVILLE, TN. 38107		ENGIN	1755 L	DRPORATION YNNFIELD ROAD, SUITE 100 HIS, TN. 38119
100-YEAR FLOOD ELEVATION: 271.3	FEMA MAP PANEL 47157C0304G	NUMBE	R:	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 9, 2022	SCALE: 1" = 30			SHEET 3 OF 6



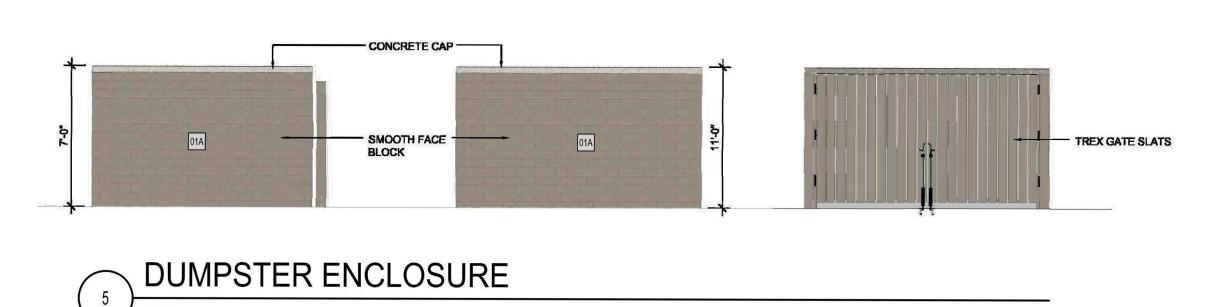






MAT

VENDING



KEY	DESCRIPTION	MANUFACTURER	PRODUCT	DESCRIPTION
01	PAINTED SPLIT FACE CMU	SHERWIN WILLIAMS	COLOR:	SW 7024 FUNCTIONAL GRAY
02	PAINTED CMU	SHERWIN WILLIAMS	COLOR:	SW 7029 AGREEABLE GRAY
03	CABLE SUPPORTED ALUMINUM CANOPIES	MAPES CANOPIES LLC OR APPROVED EQUAL	COLOR:	SELECTED BY OWNER
04	METAL FRAMED SLOPED CANOPY	MAPES CANOPIES LLC OR APPROVED EQUAL	COLOR:	SELECTED BY OWNER
05	TEXTURED STUCCO FINISH	PAREX USA	COLOR: TEXTURE:	MATCH BLUE SIGN COLOR LIGHT/FINE TEXTURE
06	GUTTERS, DOWNSPOUTS, CONDUCTOR HEADS	-	COLOR:	DARK BRONZE

DRAINAGE BASIN: FLETCHER 12-A

DEVELOPER: CENTURY EXPRESS CAR WASH

PRE-FINISHED

PARAPET CAP

STUCCO TRIM

SIGNAGE BY

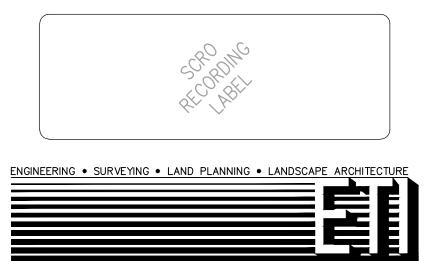
- OVERHEAD DOOR

SMOOTH FACE

BLOCK

– SPLIT FACE BLOCK

OWNER



FINAL PLAT PA	AY HOUSE BUILDING	& TRASH ENCLOSUR	E ELEVATIONS
APPLING / I-40 PD, AREA	'A', LOT 2, PHASE 2	CENTURY EXPRES	S CAR WASH
CASE NUMBER:	FORM	IER CASE NUMBERS:	
MEMPHIS, TENNESSEE			
NUMBER OF LOTS: 01	ACREAGE: 4.03 ACRES	WARD OR DIST BLOCK <u>400</u> , F	

ENGINEER: ETI CORPORATION

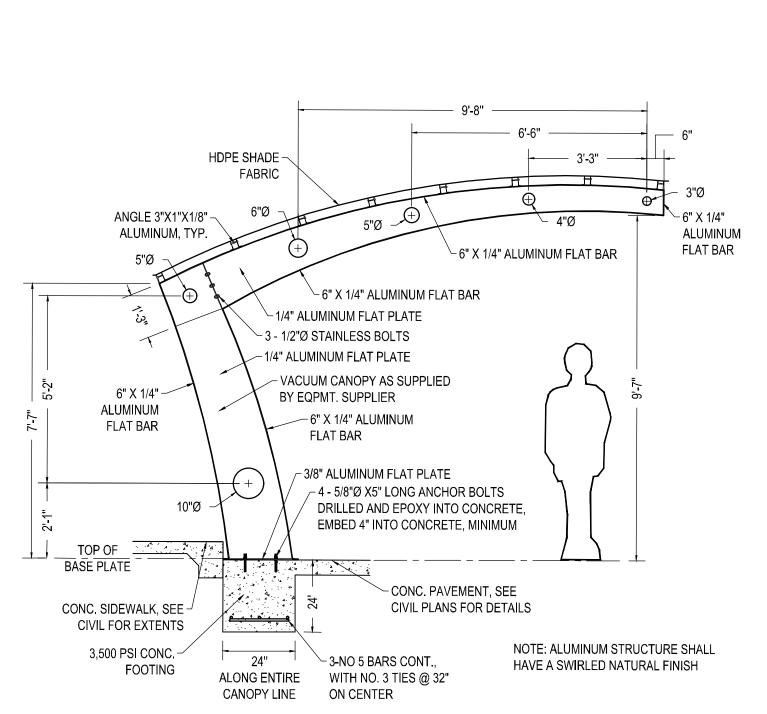
527 HALLE PARK DRIVE COLLIERVILLE, TN. 38107 TO MEMPHIS, TN. 38119

100-YEAR FLOOD ELEVATION: FEMA MAP PANEL NUMBER: FEMA MAP DATE: 47157C0304G FEBRUARY 6, 2013

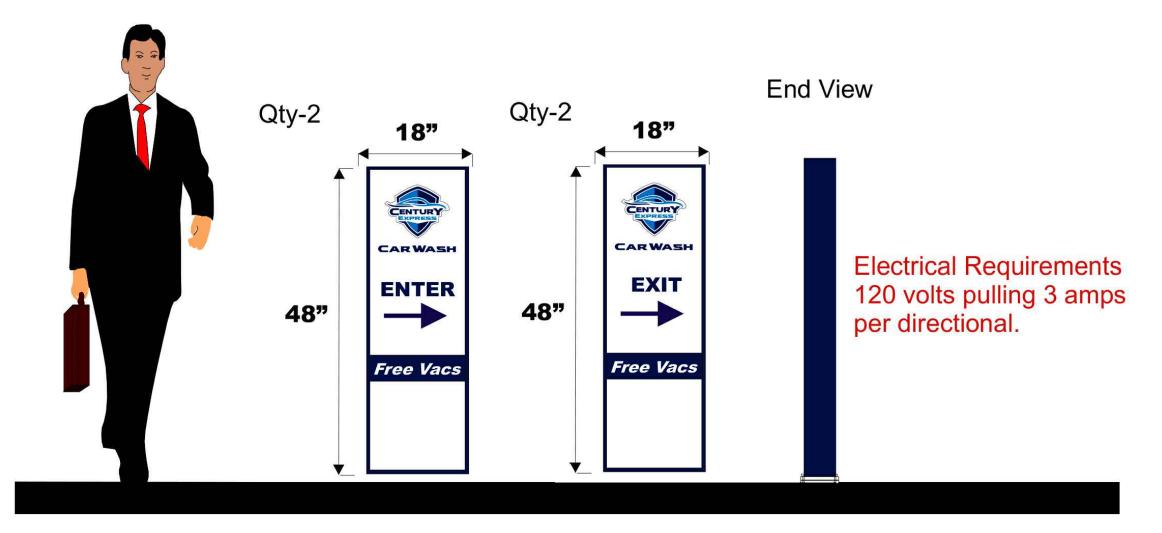
DATE: JUNE 9, 2022 SCALE: 1" = 30 SHEET 4 OF 6

17**'** CARWASH 17" 17' QTY-1 17" CARWASH

ROADWAY POLE SIGN NOT TO SCALE



VACUUM STATION BOOM STRUCTURE W/ITH CANOPY DETAIL SCALE: 3/8" = 1'-0"



BUILDING SIGNS & LOGO

NOT TO SCALE

INTERNALLY ILLUMINATE DIRECTIONAL SIGN ELEVATIONS NOT TO SCALE



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1755 LYNNFIELD ROAD, SUITE 100 . MEMPHIS, TENNESSEE 38119 . (901)758-0400 . ETICORP.CC

DRAINAGE BASIN: FLETCHER 12-A

DRAINAGE BASIN: FLETCHER 12-A				
FINAL PLAT				SIGN DETAILS
APPLING / I-40 PD, AREA 'A	', LOT 2, PHA	SE 2	CENTU	RY EXPRESS CAR WASH
CASE NUMBER:		FORM	ER CASE NU	JMBERS:
MEMPHIS, TENNESSEE				
NUMBER OF LOTS: 01	ACREAGE: 4.03 A	CRES		WARD OR DISTRICT <u>95</u> , BLOCK <u>400</u> , PARCEL <u>627</u>
DEVELOPER: CENTURY EXPRESS CAR WASH 527 HALLE PARK DRIVE COLLIERVILLE, TN. 38107		ENGINE	1755 L	DRPORATION YNNFIELD ROAD, SUITE 100 HIS, TN. 38119
100-YEAR FLOOD ELEVATION: 271.3	FEMA MAP PANEL 47157C0304G	NUMBE	R:	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 9, 2022	SCALE: 1" = 30			SHEET 5 OF 6

Uses Permitted:

- A. In the area designated on the outline plan as area "A" the following uses are permitted:
 - 1. Accessory dwelling unit
- 21. Catering
- 2. Group Shelter
- 22. Cleaning: Pick Up Station
- 3. Transitional Home 4. Church
- 5. Day Care
- 23. Financial Services
- 24. Flower Shop 25. Gasoline Sales
- 6. Family Care 7. Group Day Care
- 26. General Services 27. Greenhouse
- 8. Lodge, Club
- 28. Music Academy

33. Retail Shop

35. Post Office

32. Drive In Restaurant

36. Telephone Switching Center

37. Lawn and Garden Service

38. Automobile Service Station

39. Assisted Living for the Elderly

(including a nursing home)

34. Veterinary Clinic

29. Offices

- 9. Museum 10. Nursery School
- 30. Personal Service 11. Park 31. Restaurant
- 12. Philanthropic Organization
- 13. Public Building
- Recreation Field
- School
- 16. Studio
- 17. Bakery
- 18. Bank
- 19. Barber Shop
- 20. Business School
- B. In the area designated on the outline plan aa Area "B" the following uses are permitted:
 - 1. Any use permitted in the 'O-G' Zoning District
 - 2. Cleaning Pick-Up Station
 - 3. Office and art supply, display and storage
 - 4. Personal services establishment
 - 5. Photo-Finishing Pick-Up Station
 - 6. Apothecary
 - 7. Day Care Center
 - 8. Health Spa
 - 9. Answering Service
 - 10. Duplicating and Blueprint Shop
 - 11. Computer Sales and Service 12. General Service and Repair
 - 13. Hotel
 - 14. Assisted Living for the Elderly (including a Nursing home)
 - 15. Retail Shop
 - 16. Restaurant
 - 17. Bakery
 - 18. Commercial greenhouse or nursery
 - 19. Service Station (only within the southernmost 300 feet of Area B)
 - 20. Executive Office for Rental Care Facility with Fleet Parking. No maintenance to these vehicles shall be perform at this location, and no sales or rentals to the public shall be conducted at this site.
 - 21. Above ground fuel storage subject to the review and comment from Memphis Fire Department and a review of its location and screening by OPD is permitted in association with Item 20 above.
 - 22. Car and Truck rental to the Public.
- C. No outdoor storage of materials shall be permitted except for greenhouses or nurseries, and the Fleet Parking for #20 above.
- **Bulk Regulations:**
 - A. The bulk regulations of the 'C-L' zoning district shall govern development in Area 'A', with the exception of height, which is regulated by II.D below.
 - B. The bulk regulations of the 'O-G' zoning district shall govern development in Area 'B', with the exception of height, which is regulated in II.D below.
 - C. If Areas 'A' and/or 'B' are developed for assisted living (with or without a nursing home) the Livability Space Ratio of the 'R-ML' District as it relates to multiple family dwellings shall apply.
 - D. Maximum building height. 35 feet except that buildings within 100 feet of residentially developed property along the east property line and any portion of property along the north property line which is developed for residential use shall have a maximum height of 25 feet.

- E. The Enterprise Rental Care Office Building in Area B shall be consistent with the elevations submitted with this application (P.D. 08-318).
- F. Revise and re-record the Outline Plan to shift the north line of Area B southward to coincide with the north line of the Enterprise Rental Car proposal and revise area calculations.
- Circulation, Access, and Parking:
 - A. Dedicate and improve Appling Road to a 114 foot right-of-way.
 - B. Dedicate and Improve Reese Road to 42 feet from the centerline at its intersection with Appling Road and provide transition eastward to 34 feet from centerline subject to the City/County Engineer's approval.
 - C. Internal dedicated streets shall have a minimum right-of-way of 68 feet.
 - D. The locations and design of all curb cuts and dedicated streets providing access to individual parcels of ownership within the planned development shall be subject to the approval of the City/County Engineer.
 - E. No access shall be permitted into adjacent residential development to the east.
 - F. Permit 2 curb cuts per street frontage for Area 'A' onto Appling Road and Reese Road with no curb cut beginning any closer than 300 feet from the centerline of the intersections major arterial.
 - G. Permit 2 curb cuts on to Appling Road to serve Area 'B'.
 - H. Internal circulation shall be provided between all phases and sections. However, if 'A' or 'B' is developed as assisted living for the elderly, internal connection between the assisted living center and commercial or office development shall not be required.
 - I. All private drives within the development shall be constructed to meet the city standards, Minimum drive width shall be 22 feet.
- Landscaping, Screening and Site Lighting:
 - A. A 15 foot wide landscaped area consisting of Plate 'F' shall be provided along Reese Road VIII. and Appling Road. The landscaped area shall be subject to the review and approval of the Office of Planning and Development. A Detailed streetscape plan for the rental car facility in Area B that is consistent with the plans submitted with this application (P.D. 08-318) and acceptable to the Office of Planning and Development shall be submitted with the Final Plan.
 - B. A 25 foot wide landscaped buffer strip shall be provided along the east line of Areas 'A' and 'B'. The buffer shall be subject to the approval of the Office of Planning and Development. A detailed screening and parking lot landscaping plan that may include a sight proof wooden fence, and is consistent with the plans submitted with this application (P.D. 08-318) and acceptable to the Office of Planning and Development shall be submitted with the Final Plan. Minimum height of trees in the buffer area shall be eight (8) feet.
 - C. A minimum of fiver percent of the development shall be landscaped exclusive of the required perimeter or street landscaping.
 - D. Existing trees shall be preserved wherever feasible. The Land Use Control Board may require modification of building and parking areas to preserve specific trees.
 - E. All required landscaping shall be located outside of any easements.
 - F. Light standards shall be limited to the following maximum height:
 - 1. 15 feet high within 100 feet of the east property line. 2. 50 feet except as required above.
 - G. Lighting shall be directed so as not to glare onto residential property.
 - H. Refuse containers shall be completed screened from view of adjacent property.
 - I. The Final Plan shall demonstrate conformance with the Tree Ordinance, an NOI shall be filed with the submittal of the Final Plan.
 - J. Area B: Fencing along the Appling frontage, the north, or south property lines shall be shown on the Final Plan, and is subject to the review and approval of the OPD.

- K. Any HVAC equipment shall be screened from public view via landscaping, fencing or architectural features such as a parapet.
- L. All required landscaping shall be irrigated.
- ٧. Drainage:
 - A. All drainage plans to be submitted to City/County engineer(s) for review.
 - B. All drainage emanating on-site shall be private. No easements will be accepted.
 - C. Design of the storm water convergence and management facilities of this project shall be in accordance with the "City of Memphis Drainage Design Manual". The manual requires on-site detention of storm water run-off, generated from this project; which exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-building areas have been provided for storm water detention facilities. For information concerning this requirement, please contact the City Engineer's Office.
 - D. This site is located within the boundary of the Fletcher Creek Drainage Basin and is required by ordinance to provide onsite detention of storm water runoff that consider both the 10 and 25 year, 24 hour storm. The applicant should be aware that this ordinance requires that development in this area provide no net loss of flood plain storage as shown on the 1982 FEMA Flood Hazard Boundary Maps.
- VI. Signs:
 - A. Area 'A' shall conform to the sign regulations for the C-L District except that no sign shall be permitted to exceed 200 square foot in area.
 - B. Area 'B' shall conform to the sign regulations for the O-G District.
 - C. Portable and temporary signs shall not be permitted.
- The Land Use Control Board may modify the building setback, access, parking, landscaping and sign requirements if equivalent alternatives are presented.
- A final plan shall be filed within five years of approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.
- Any final plan shall include the following:
 - A. The outline plan conditions.
 - B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
 - C. The exact location and dimensions including height of all buildings of buildable areas, parking areas, drives, and required landscaping.
 - D. The number of parking spaces.
 - E. The location and ownership, whether public or private, of any easement.
 - F. A statement conveying all common facilities and areas to a property owner's association of the entity for ownership and maintenance purposes.
 - G. The 100-year elevation.
 - H. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities. The areas denoted by 'Reserved for Storm Water Detention' shall not be used as a building site or filled without first obtaining written permission from the City or County engineer, as applicable. The storm water detention systems located in those areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City/County Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning and repair of
- The Consent of succeeding owners of any lots shall not be required to make amendments to the planned development. All property owners within the planned development shall be notified by mail of the proposed amendments.

OWNER'S CERTIFICATE

I, LEROY RATLIFF, DIRECTOR OF CONSTRUCTION OF CENTURY ONE, LLC, THE UNDERSIGNED OWNER OF THE PROPERTY SHOWN, HEREBY ADOPT THIS PLAT AS MY PLAN OF DEVELOPMENT AND DEDICATE THE STREETS, RIGHT-OF-WAY, AND GRANT THE EASEMENTS AS SHOWN AND/OR DESCRIBED TO PUBLIC USE FOREVER. I CERTIFY THAT I AM ARE THE OWNER OF THE SAID PROPERTY IN FEE SIMPLE, DULY AUTHORIZED TO ACT, AND THAT SAID PROPERTY IS NOT ENCUMBERED BY ANY TAXES WHICH HAVE BECOME DUE AND PAYABLE.

LEROY RATLIFF DIRECTOR OF CONSTRUCTION CENTURY ONE, LLC

NOTARY CERTIFICATE

STATE OF TENNESSEE. SHELBY COUNTY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE OF TENNESSEE AND SHELBY COUNTY AT THE CITY OF MEMPHIS, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED LEROY RATLIFF WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO UPON HER OATH ACKNOWLEDGED HIMSELF TO BE DIRECTOR OF CONSTRUCTION CENTURY ONE. LLC. THE WITHIN NAMED BARGAINER, AND THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

OTARY PUBLIC	
IY COMMISSION EXPIRES	

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS A CATEGORY I SURVEY AND THAT THE PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER; THAT THIS PLAT HAS BEEN PREPARED BY ME OR UNDER MY INDIVIDUAL SUPERVISION AND CONFORMS WITH APPLICABLE STATE LAWS, THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, AND SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT RELATING TO THE PRACTICE OF SURVEYING.

DATE ??/??/21

DATE ??/??/21

ETI CORPORATION 1755 LYNNFIELD ROAD, SUITE 100 MEMPHIS, TENNESSEE 38119

BY: CHRISTOPHER E. PERRY, RLS

TENNESSEE LICENSE NO. 2021

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, THE SPECIFIC CONDITIONS IMPOSED ON THIS DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE, AND LOCAL BUILDING LAWS AND REGULATIONS.

ETI CORPORATION

1755 LYNNFIELD ROAD, SUITE 100 MEMPHIS, TENNESSEE 38119

BY: MATTHEW DAVID WOLFE . P.E.

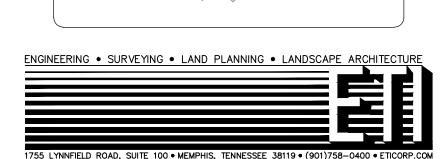
TENNESSEE LICENSE NO. 105709

OFFICE OF PLANNING AND DEVELOPMENT CERTIFICATE

THIS FINAL PLAT CONFORMS WITH THE UNIFIED DEVELOPMENT CODE AND WAS APPROVED BY THE LAND USE CONTROL BOARD ON

DATE ADMINISTRATOR OF PLANNING AND DEVELOPMENT

CITY / COUNTY ENGINEER DATE



DRAINAGE BASIN: FLETCHER 12-A

FINAL PLAT WRITTEN CONDITIONS & SIGNATURE BLOCKS APPLING / I-40 PD, AREA 'A', LOT 2, PHASE 2 CENTURY EXPRESS CAR WASH

FORMER CASE NUMBERS: CASE NUMBER: MEMPHIS, TENNESSEE NUMBER OF LOTS: 01 ACREAGE: 4.03 ACRES WARD OR DISTRICT 95,

DEVELOPER: CENTURY EXPRESS CAR WASH 527 HALLE PARK DRIVE

ENGINEER: ETI CORPORATION 1755 LYNNFIELD ROAD, SUITE 100 MEMPHIS, TN. 38119

BLOCK <u>400</u>, PARCEL <u>627</u>

COLLIERVILLE, TN. 38107 FEMA MAP PANEL NUMBER: FEMA MAP DATE: 100-YEAR FLOOD ELEVATION: **FEBRUARY 6, 2013** 271.3 47157C0304G DATE: JUNE 9, 2022 SCALE: SHEET 6 OF 6

I. Uses Permitted:

A. In the area designated on the outline plan as area "A" the following uses are permitted:

Accessory dwelling unit
 Group Shelter
 Cleaning: Pick Up Station
 Transitional Home
 Financial Services
 Church
 Flower Shop
 Gasoline Sales
 Family Care
 General Services

Group Day Care
 Lodge, Club
 Museum
 Greenhouse
 Music Academy
 Offices

Nursery School
 Personal Service
 Park
 Restaurant
 Philanthropic Organization
 Drive In Restaurant

13. Public Building14. Recreation Field33. Retail Shop34. Veterinary Clinic

School
 Studio
 Telephone Switching Center
 Bakery
 Lawn and Garden Service
 Bank
 Automobile Service Station
 Barber Shop
 Assisted Living for the Elderly
 Business School
 Including a nursing home)

- B. In the area designated on the outline plan aa Area "B" the following uses are permitted:
 - 1. Any use permitted in the 'O-G' Zoning District
 - 2. Cleaning Pick-Up Station
 - 3. Office and art supply, display and storage
 - 4. Personal services establishment
 - 5. Photo-Finishing Pick-Up Station
 - 6. Apothecary
 - 7. Day Care Center
 - 8. Health Spa
 - 9. Answering Service
 - 10. Duplicating and Blueprint Shop
 - 11. Computer Sales and Service
 - 12. General Service and Repair
 - 13. Hotel
 - 14. Assisted Living for the Elderly (including a Nursing home)
 - 15. Retail Shop
 - 16. Restaurant
 - 17. Bakery
 - 18. Commercial greenhouse or nursery
 - 19. Service Station (only within the southernmost 300 feet of Area B)
 - 20. Executive Office for Rental Care Facility with Fleet Parking. No maintenance to these vehicles shall be perform at this location, and no sales or rentals to the public shall be conducted at this site.
 - 21. Above ground fuel storage subject to the review and comment from Memphis Fire Department and a review of its location and screening by OPD is permitted in association with Item 20 above.
 - 22. Car and Truck rental to the Public.
- C. No outdoor storage of materials shall be permitted except for greenhouses or nurseries, and the Fleet Parking for #20 above.
- II. Bulk Regulations:
 - A. The bulk regulations of the 'C-L' zoning district shall govern development in Area 'A', with the exception of height, which is regulated by II.D below.
 - B. The bulk regulations of the 'O-G' zoning district shall govern development in Area 'B', with the exception of height, which is regulated in II.D below.
 - C. If Areas 'A' and/or 'B' are developed for assisted living (with or without a nursing home) the Livability Space Ratio of the 'R-ML' District as it relates to multiple family dwellings shall apply.
 - D. Maximum building height. 35 feet except that buildings within 100 feet of residentially developed property along the east property line and any portion of property along the north property line which is developed for residential use shall have a maximum height of 25 feet.

- E. The Enterprise Rental Care Office Building in Area B shall be consistent with the elevations submitted with this application (P.D. 08-318).
- F. Revise and re-record the Outline Plan to shift the north line of Area B southward to coincide with the north line of the Enterprise Rental Car proposal and revise area calculations.
- III. Circulation, Access, and Parking:
 - A. Dedicate and improve Appling Road to a 114 foot right-of-way.
 - B. Dedicate and Improve Reese Road to 42 feet from the centerline at its intersection with Appling Road and provide transition eastward to 34 feet from centerline subject to the City/County Engineer's approval.
 - C. Internal dedicated streets shall have a minimum right-of-way of 68 feet.
 - D. The locations and design of all curb cuts and dedicated streets providing access to individual parcels of ownership within the planned development shall be subject to the approval of the City/County Engineer.
 - E. No access shall be permitted into adjacent residential development to the east.
 - F. Permit 2 curb cuts per street frontage for Area 'A' onto Appling Road and Reese Road with no curb cut beginning any closer than 300 feet from the centerline of the intersections major arterial.
 - G. Permit 2 curb cuts on to Appling Road to serve Area 'B'.
 - H. Internal circulation shall be provided between all phases and sections. However, if 'A' or 'B' is developed as assisted living for the elderly, internal connection between the assisted living center and commercial or office development shall not be required.
 - I. All private drives within the development shall be constructed to meet the city standards, Minimum drive width shall be 22 feet.
- IV. Landscaping, Screening and Site Lighting:
 - A. A 15 foot wide landscaped area consisting of Plate 'F' shall be provided along Reese Road and Appling Road. The landscaped area shall be subject to the review and approval of the Office of Planning and Development. A Detailed streetscape plan for the rental car facility in Area B that is consistent with the plans submitted with this application (P.D. 08-318) and acceptable to the Office of Planning and Development shall be submitted with the Final Plan.
 - B. A 25 foot wide landscaped buffer strip shall be provided along the east line of Areas 'A' and 'B'. The buffer shall be subject to the approval of the Office of Planning and Development. A detailed screening and parking lot landscaping plan that may include a sight proof wooden fence, and is consistent with the plans submitted with this application (P.D. 08-318) and acceptable to the Office of Planning and Development shall be submitted with the Final Plan. Minimum height of trees in the buffer area shall be eight (8) feet.
 - C. A minimum of fiver percent of the development shall be landscaped exclusive of the required perimeter or street landscaping.
 - D. Existing trees shall be preserved wherever feasible. The Land Use Control Board may require modification of building and parking areas to preserve specific trees.
 - E. All required landscaping shall be located outside of any easements.
 - F. Light standards shall be limited to the following maximum height:
 - 1. 15 feet high within 100 feet of the east property line.
 - 2. 50 feet except as required above.
 - G. Lighting shall be directed so as not to glare onto residential property.
 - H. Refuse containers shall be completed screened from view of adjacent property.
 - I. The Final Plan shall demonstrate conformance with the Tree Ordinance, an NOI shall be filed with the submittal of the Final Plan.
 - J. Area B: Fencing along the Appling frontage, the north, or south property lines shall be shown on the Final Plan, and is subject to the review and approval of the OPD.

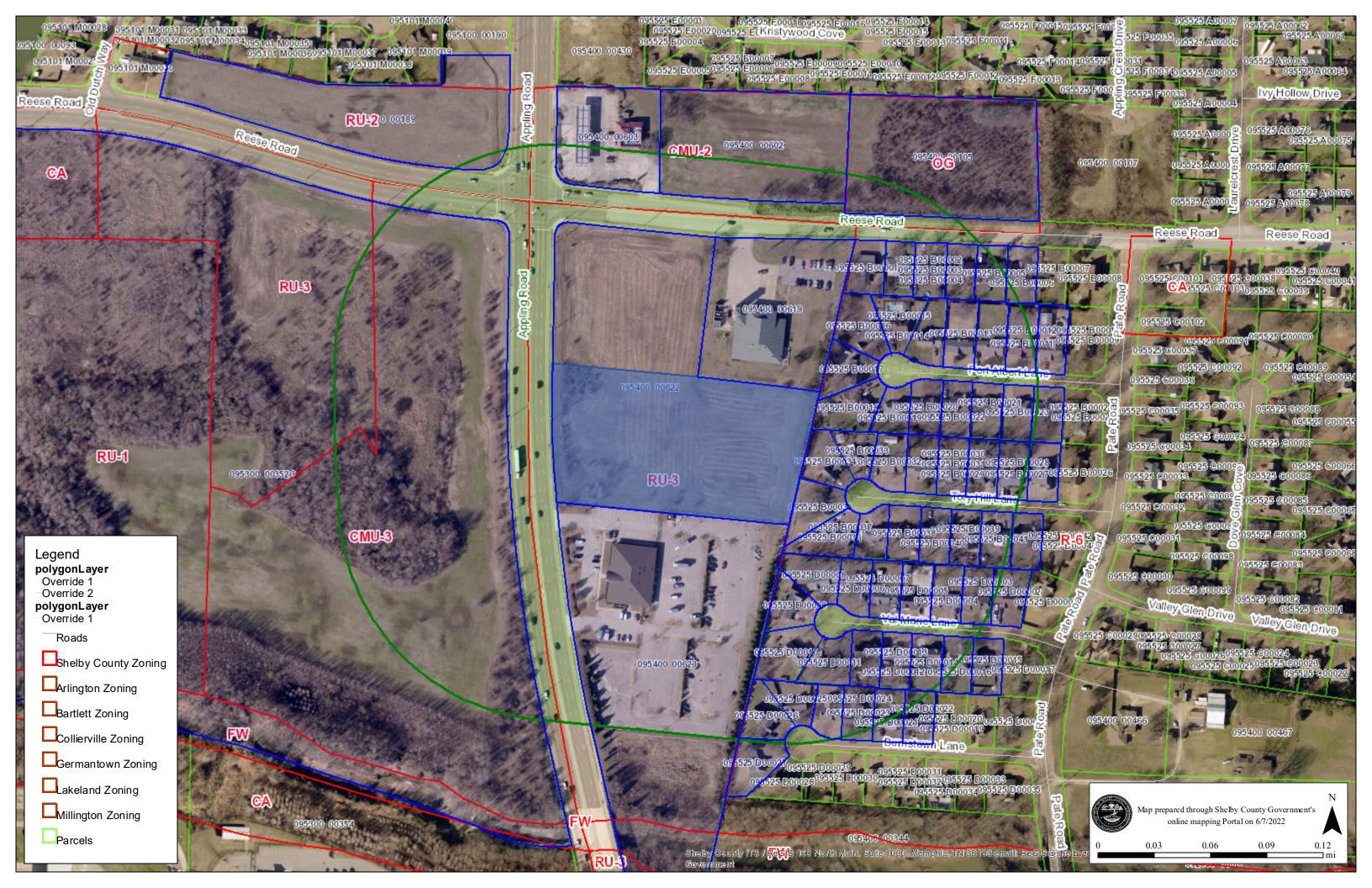
- K. Any HVAC equipment shall be screened from public view via landscaping, fencing or architectural features such as a parapet.
- L. All required landscaping shall be irrigated.

V. Drainage:

- A. All drainage plans to be submitted to City/County engineer(s) for review.
- B. All drainage emanating on-site shall be private. No easements will be accepted.
- C. Design of the storm water convergence and management facilities of this project shall be in accordance with the "City of Memphis Drainage Design Manual". The manual requires on-site detention of storm water run-off, generated from this project; which exceeds the capacity of the downstream system. Drainage calculations performed in accordance with this manual shall be submitted verifying that adequate non-building areas have been provided for storm water detention facilities. For information concerning this requirement, please contact the City Engineer's Office.
- D. This site is located within the boundary of the Fletcher Creek Drainage Basin and is required by ordinance to provide onsite detention of storm water runoff that consider both the 10 and 25 year, 24 hour storm. The applicant should be aware that this ordinance requires that development in this area provide no net loss of flood plain storage as shown on the 1982 FEMA Flood Hazard Boundary Maps.

VI. Signs:

- A. Area 'A' shall conform to the sign regulations for the C-L District except that no sign shall be permitted to exceed 200 square foot in area.
- B. Area 'B' shall conform to the sign regulations for the O-G District.
- C. Portable and temporary signs shall not be permitted.
- VII. The Land Use Control Board may modify the building setback, access, parking, landscaping and sign requirements if equivalent alternatives are presented.
- VIII. A final plan shall be filed within five years of approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.
- IX. Any final plan shall include the following:
 - A. The outline plan conditions.
 - B. A standard subdivision contract as defined by the Subdivision Regulations for any needed public improvements.
 - C. The exact location and dimensions including height of all buildings of buildable areas, parking areas, drives, and required landscaping.
 - D. The number of parking spaces.
 - E. The location and ownership, whether public or private, of any easement.
 - F. A statement conveying all common facilities and areas to a property owner's association of the entity for ownership and maintenance purposes.
 - G. The 100-year elevation.
 - H. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities. The areas denoted by 'Reserved for Storm Water Detention' shall not be used as a building site or filled without first obtaining written permission from the City or County engineer, as applicable. The storm water detention systems located in those areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City/County Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning and repair of drainage structures.
- X. The Consent of succeeding owners of any lots shall not be required to make amendments to the planned development. All property owners within the planned development shall be notified by mail of the proposed amendments.



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

Signature of Notary Public

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at last ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

I, LLC NE, LEROY, state that I have	e read the definition of "Ow	ner" as outlined in the
Memphis and Shelby County Unified Development Code Section 1:	2.3.1 and hereby state that	(select applicable box):
I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises		
I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)		
of the property located atAppling and Reese Road, Memphis	ΓN 38125	and further
identified by Assessor's Parcel Number095400 00622	for which an	application is being made
to the Division of Planning and Development.		STATE STATE
Subscribed and sworn to (or affirmed) before me this	day of 	STATE OF TENNESSEE IN the NOTARY PUBLIC
Mislima Corean	November Ol,	2025

My Commission Expires

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095400 00623 - PINGREE 2000 REAL ESTATE HOLDINGS LLC
095400 00622 - EARTH VENTURES
095300 00352C - TENNESSEE DMO PROPERTY HOLDINGS LLC
095400 00603 - MACS CONVENIENCE STORES LLC
095400 00602 - HIS GRACE LLC
095525 B00005 - QUINTANA CARLOS A
095525 B00006 - ALIZADEGAN G REZA
095525 B00036 - CAVE DANNA R AND NANCY L CAVE
095525 B00039 - VELASQUEZ GLORIA E & AMADOR MIRANDA
095525 D00009 - 7500 VAL MARIE LANE TRUST
095525 D00011 - CHAMBERS MIRIKA K
095525 D00014 - DIELISSEN ROBERT R
095525 D00025 - MCMILLEN JAMES W & JUDY H
095525 D00024 - WHITFIELD JOE L JR & MANDY L SIMS
095525 D00027 - TERRY NORMAN F AND CINDY M TERRY
095525 B00035 - GLOVER JAMES M JR & ANGELYNN
095525 B00017 - CRESTCORF ILLI C
095525 B00015 - MCLAURIN MICHELLE I
095400 00105 - HERBS FOR HUMANITY
095525 B00001 - THORNE JOHN A AND CHARLES HARTNESS JR
095525 B00002 - BOLANOS SAUL & ARACELI ZAMORA
095525 B00003 - CASTELAN JUAN & BERTHA BAUTISTA
095525 B00004 - BALLARD CURTIS L
```

095525 B00014 - KEHAULANI PROPERTIES LLC

095525 B00013 - CRANFORD KAYLA

095525 B00012 - PEAN CARL F & MORIED 095525 B00011 - WIGGISON ANGELA AND ANTHONY C THORN 095525 B00010 - RODRIGUEZ JOSE F AND JOSE A RODRIGUEZ 095525 B00020 - HOLLOWAY BRIAN 095525 B00019 - GILLILAND CLYDE H JR & HILDA J 095525 B00022 - DAVIES BENEDICTA A 095525 B00023 - YAMASA CO LTD 095525 B00024 - CAUSIN EDGAR 095525 B00034 - JONES GERALD & BRIDJET J 095525 B00033 - JULIAN HAROLD P & DOTTIE J 095525 B00032 - CANERDY CHARLES S & MICHELLE R 095525 B00031 - PROGRESS MEMPHIS LLC 095525 B00030 - JOYNER FRANETTA 095525 B00029 - CHAN MICHAEL Y 095525 B00028 - RIVENBARK WILBURN H IV & DIANE S 095525 B00027 - MEDRANO SUGEY 095525 B00037 - ORTIZ OSCAR G & ODARA NAVA 095525 B00038 - PRESSGROVE TANYA R 095525 B00040 - MISCHE SHANNON L

095525 B00041 - RICHARDSON JOHN J & JOANN C

095525 D00006 - SAMARITAN GROUP AHL LLC

095525 D00008 - WILKINSON BRENT AND ANNA GARRISON (RS)

095525 B00042 - LONG JANEL

095525 D00007 - BROOME TYLER

095525 D00005 - NASH CEDRIC

095525 D00004 - MURILLO ARTURO R & ARCELL RAMIREZ

095525 D00003 - FOGERTY SHANNON K

095525 D00010 - HILL KENNETH & VALERIE

095525 D00012 - RJ REAL ESTATE HOLDINGS GP

095525 D00013 - MORALES ROBERTO

095525 D00015 - BEAU KAT-1 LLC

095525 D00016 - BEAU KAT-1 LLC

095525 D00026 - MAIER THOMAS A

095525 D00022 - BUNCH BYRON E & CLAUDIA A

095525 D00021 - OSBORN ANDREW W

095525 B00016 - TRIGGS KINA E

095525 D00002 - SOVEREIGN SEAGULL MEMPHIS LLC

095400 00619 - CITY OF MEMPHIS

095100 00189 - SKL COMPANY THE

095525 D00023 - PECK FRANCES Y

095525 B00018 - CSMA BLT LLC

095525 B00021 - NGUYEN LAM M

PINGREE 2000 REAL ESTATE HOLDINGS LLC CHAMBERS MIRIKA K **BOLANOS SAUL & ARACELI ZAMORA** 600 CORPORATE PARK DR # 7509 VAL MARIE LN # 7521 REESE RD # SAINT LOUIS MO 63105 MEMPHIS TN 38133 MEMPHIS TN 38133 EARTH VENTURES DIELISSEN ROBERT R CASTELAN JUAN & BERTHA BAUTISTA 3800 NEW GETWELL RD # 3000 DANVILLE BLVD #224 6749 OAKMOOR CIR N MEMPHIS TN 38118 ALAMO CA 94507 BARTLETT TN 38135 MCMILLEN JAMES W & JUDY H TENNESSEE DMO PROPERTY HOLDINGS LLC BALLARD CURTIS L 3170 S 900 WEST # 7502 BURNSTOWN LN # 7535 REESE RD # SALT LAKE CITY UT 84119 MEMPHIS TN 38133 MEMPHIS TN 38133 MACS CONVENIENCE STORES LLC WHITFIELD JOE L JR & MANDY L SIMS KEHAULANI PROPERTIES LLC PO BOX 347 # 7508 BURNSTOWN LN # PO BOX 583 COLUMBUS IN 47202 MEMPHIS TN 38133 SPRING HILL TN 37174 HIS GRACE LLC TERRY NORMAN F AND CINDY M TERRY CRANFORD KAYLA 1020 CENTER RIDGE RD # COLLIERVILLE TN 38017 5451 STEPHEN FOREST RD # 7536 PORT ALBERT LN # MEMPHIS TN 38141 MEMPHIS TN 38133 QUINTANA CARLOS A GLOVER JAMES M JR & ANGELYNN PEAN CARL F & MORIED 7541 REESE RD # 7505 TORY HILL LN # 7627 TAGG DR # MEMPHIS TN 38133 **GERMANTOWN TN 38138** MEMPHIS TN 38133 CRESTCORE II LLC WIGGISON ANGELA AND ANTHONY C THORN ALIZADEGAN G REZA 3694 ELBA CV # 4435 SUMMER AVE # 7550 PORT ALBERT LN # MEMPHIS TN 38133 MEMPHIS TN 38122 MEMPHIS TN 38133 MCLAURIN MICHELLE I 7520 PORT ALBERT LN # CAVE DANNA R AND NANCY L CAVE RODRIGUEZ JOSE F AND JOSE A RODRIGUEZ 7511 TROY HILL LN # 7558 PORT ALBERT LN # MEMPHIS TN 38133 MEMPHIS TN 38133 MEMPHIS TN 38133 VELASQUEZ GLORIA E & AMADOR MIRANDA HERBS FOR HUMANITY **HOLLOWAY BRIAN** 7531 TORY HILL LN # 7542 DEXTER GROVE DR # 693 W 20 S MEMPHIS TN 38133 CORDOVA TN 38016 LINDON UT 84042

7500 VAL MARIE LANE TRUST

9234 KINGSTON PIKE #A

KNOXVILLE TN 37922

THORNE JOHN A AND CHARLES HARTNESS JR
555 TRIBAL LAND CV #
COLLIERVILLE TN 38017

GILLILAND CLYDE H JR & HILDA J
7521 PORT ALBERT LN #
MEMPHIS TN 38133

DAVIES BENEDICTA A 7543 PORT ALBERT LN # MEDRANO SUGEY 7554 TORY HILL LN # MEMPHIS TN 38133 MURILLO ARTURO R & ARCELL RAMIREZ 7532 VAL MARIE LN # MEMPHIS TN 38133 MEMPHIS TN 38133 YAMASA CO LTD ORTIZ OSCAR G & ODARA NAVA FOGERTY SHANNON K
PO BOX 4090 # 7517 TORY HILL LN # 7538 VAL MARIE LN # 7517 TORY HILL LN # 7538 VAL MARIE LN # MEMPHIS TN 38133 SCOTTSDALE AZ 85261 MEMPHIS TN 38133 PRESSGROVE TANYA R 7523 TORY HILL LN # MEMPHIS TN 38133 CAUSIN EDGAR HILL KENNETH & VALERIE 7510 2ND AVE E 7501 VAL MARIE LN # SEATTLE WA 98115 MEMPHIS TN 38133 MISCHE SHANNON L 7537 TORY HILL LN # MEMPHIS TN 38133 JONES GERALD & BRIDJET J 7508 TORY HILL LN # RJ REAL ESTATE HOLDINGS GP 5099 OLD SUMMER RD #C BARTLETT TN 38133 MEMPHIS TN 38122 JULIAN HAROLD P & DOTTIE J RICHARDSON JOHN J & JOANN C 7512 TORY HILL LN # 7545 TORY HILL LN # MEMPHIS TN 38133 MEMPHIS TN 38133 MORALES ROBERTO 7523 VAL MARIE LN # MEMPHIS TN 38133 CANERDY CHARLES S & MICHELLE R LONG JANEL BEAU KAT-1 LLC 7553 TORY HILL LN # 7518 TORY HILL LN # PO BOX 382296 # MEMPHIS TN 38133 MEMPHIS TN 38133 **GERMANTOWN TN 38183** PROGRESS MEMPHIS LLC
PO BOX 4090
SCOTTSDALE AZ 85261
WILKINSON BRENT AND ANNA GARRISON (RS)
7504 VAL MARIE LN #
PO BOX 382296
MEMPHIS TN 38133
BEAU KAT-1 LLC
PO BOX 382296
GERMANTOWN TN PO BOX 382296 # **GERMANTOWN TN 38183** BROOME TYLER 7512 VAL MARIE LN JOYNER FRANETTA MAIER THOMAS A 7532 TORY HILL LN # 7498 BURNSTOWN LN # MEMPHIS TN 38133 BARTLETT TN 38133 MEMPHIS TN 38133 CHAN MICHAEL Y 9215 MARSHALL ST # ROSEMEAD CA 91770 SAMARITAN GROUP AHL LLC BUNCH BYRON E & CLAUD 31878 DEL OBISPO ST #118-322 7520 BURNSTOWN LN # BUNCH BYRON E & CLAUDIA A SAN JUAN CAPISTRANO CA 92675 MEMPHIS TN 38133

RIVENBARK WILBURN H IV & DIANE S NASH CEDRIC 7548 TORY HILL LN # MEMPHIS TN 38133

7526 VAL MARIE LN # MEMPHIS TN 38133

OSBORN ANDREW W 7528 BURNSTOWN LN # MEMPHIS TN 38133

TRIGGS KINA E 7516 PORT ALBERT LN # MEMPHIS TN 38133

SOVEREIGN SEAGULL MEMPHIS LLC 4044 GEORGE BUSBEE PKWY ## 8112 KENNESAW GA 30144

CITY OF MEMPHIS 125 N MAIN ST # MEMPHIS TN 38103

SKL COMPANY THE 3800 NEW GETWELL RD # MEMPHIS TN 38118

PECK FRANCES Y 17517 LORIE ANN LN #300 CERRITOS CA 90703

CSMA BLT LLC 1850 PARKWAY PL #900 MARIETTA GA 30067

NGUYEN LAM M 1055 RIVER RD #802 EDGEWATER NJ 7020

LAND USE OWNERSHIP DISCLOSURE

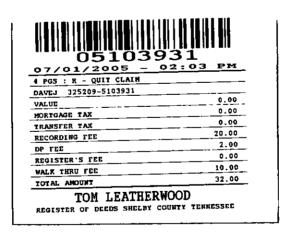
Please identify every person who has an ownership interest of 10% or more in the subject application whether they be the current owners, the contract buyers, or the lenders. If current owner or contract buyer are public corporations, please note the fact and list no other owners. Only lenders which are not institutions (banks, saving and loans or credit unions) need be listed.

	NAMES	ADDRESSES
CURRENT OWNERS	Earth Ventures	3800 New Getwell Road, Memphis TN 38118
CONTRACT <u>OWNERS/BUYERS</u>	Century Express Car Wash	_527 Halle Park Drive, Collierville
NON-INSTITUTIONAL LENDERS INCLUDING SELLER(S) IF THE PENDING SALE IS OWNER FINANCED		



Tom Leatherwood Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05103931

This instrument prepared by and return to: HARKAVY SHAINBERG KAPLAN & DUNSTAN PLC 6060 Poplar Avenue Suite 140 Memphis, Tennessee 38119

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Johnny Chester, Trustee, for and in consideration of the sum of Ten and No/100 Dollars, do(es) hereby bargain, sell, remise, release, quitclaim and convey unto Earth Ventures, a Joint Venture, all his right, title and interest in and to the real estate located in the County of Shelby, State of Tennessee, being more particularly described as follows:

See property description attached hereto as Exhibit A.

This quitclaim deed was prepared without benefit of title search.

IN WITNESS WHEREOF, I have executed this instrument this the _____ day of June, 2005.

Johnny Chester, Trustee

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, a Notary Public, in and for said State and County, JOHNNY CHESTER, Trustee a within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained in his capacity as Trustee, and as his free act and deed.

WITNESS my hand and Notarial Seal at office this _____ day of June, 2005.

Notary Public

My Commission Explis

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer is \$0.00.

Affiant

_ day of June, 2005.

Notary Public

My Commission Exp

Property Address: Vacant land

Property Tax ID No.
Part of D02-01-79; 95 300 161C
Mail tax notices to:/Property Owner:

Kenneth Markwell, Jr.
4241 Gwynne Road
Memphis, Tennessee 38117
State tax \$0
Register's fee
Recording fee
TOTAL \$

Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05103931

EXHIBIT A

Parcel No. 1:

٠,

Being a part of the Countryside, Inc. Property as recorded in Instrument M4-1469 at the Shelby County Register's Office in Memphis, Tennessee, located in Shelby County, Tennessee and being more particularly described as follows:

Commencing at a point, said point being the northeast corner of the Countryside, Inc. Property as recorded in Instrument M4-3469 at the Shelby County Register's Office, and being on the south line of Reese Road (106 foot right-of-way); thence along said south line S15°04'45"W for a distance of 1, 1779.12 feet to the point of beginning; thence, continuing along said south line of Reese Road S75°50'11"E for a distance of 491.28 feet to a point; thence leaving said south line S15°02'33"W for a distance of 246.64 feet to a point; thence N74°57'27"W for a distance of 491.38 feet to a point; thence N15°04'45"E for a distance of 239.10 feet to the point of beginning and containing 2.74 acres, more or less.

Being the same property conveyed to grantor herein by Warranty Deed of record in Instrument No. CJ 6924 in the Register's Office of Shelby County, Tennessee.

Parcel No. 2:

Part of a tract of land conveyed to County of Shelby a Political Subdivision of the state of Tennessee by Warranty Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number Book 4684 Page 329, which part being more particularly described as follows:

RIGHT-OF-WAY TO BE RELEASED

Beginning at a point on the proposed south line of Reese Road (84.00 foot proposed right-of-way), said point being S71°12'39"E along the proposed south line of said Reese Road a distance of 140.00 feet to a point; thence S15°20'28"W a distance of 10.35 feet to a point; thence N82°52'30"W a distance of 173.99 feet to a point on the east line of said Appling Road; thence N15°20'28"E along the east line of said Appling Road a distance of 13.00 feet to the point of curvature; thence along a curve to the right having a radius of 30.00 feet, an arc length of 49.68 feet (Chord N61°21'03"E – 44.19 feet) to the point of beginning, containing 4, 607 square feet or 0.106 acres more or less.

It is the intent of this description to describe any of unused right-of-way for Reese Road that lies south of the proposed south right-of-way line of Reese Road (84.00 foot proposed right-of-way), west of the city of Memphis property as shown in Plat Book 184, Page 1 and east of the east line of Appling Road as more particularly shown on the exhibit plat attached hereto.

Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05103931

Being the same property conveyed to grantor herein by Warranty Deed of record in Instrument No. LE 6250 in the Register's Office of Shelby County, Tennessee.

Parcel No. 3:

1 2 4

Beginning at a state highway concrete mon. on the south side of Reese Road and the east right of way of New Appling Road, 106 feet wide, thence south 0 degrees 15 minutes 09 seconds east 191.83 feet to an iron pin being on the east line of New Appling Road at the north end of a curve having a radius of 3674.36 feet to the south end of said curve to a state highway concrete mon., thence S 14° 31' 24" E 628.68 feet along the east side of New Appling Road to a l.p., thence south 87 degrees 48 minutes 12 seconds east 46.66 feet to a l.p., thence north 11 degrees 50 minutes 53 seconds east 1815.32 feet to a i.p. on the south side of Reese Road, thence north 89 degrees 23 minutes 57 seconds west 518.57 feet along Reese Road to a l.p., thence south 82 degrees 20 minutes 55 seconds west 175 feet to the point of beginning. Containing 16.99 acres.

WEST PARCEL: DESCRIBED AS FOLLOWS:

Beginning at a stake on the west side of New Appling Road, 106 feet wide, said point being 1763.73 feet as measured along the East side of New Appling Road, 106 feet wide; from the present south line of Reese Road, said point, being on the north line of the East Lawn Memorial Garden, thence south 87 degrees 48 minutes 12 seconds west 204.84 feet to a l.p., thence south 1 degree 06 minutes 12 seconds east 453.4 feet to an old l.p., thence south 89 degrees 53 minutes 25 seconds west 797.82 feet to an old axle, thence north 0 degrees 12 minutes 25 seconds east 540 feet to an old l.p., thence north 88 degrees 41 minutes west 1112.65 feet to an old l.p., thence north 0 degrees 33 minutes 30 seconds east 660 feet to an old l.p., thence north 88 degrees 11 minutes 34 seconds west 118 feet to a l.p., thence north 0 degrees 33 minutes 30 seconds east 941.86 feet to an old l.p., thence south 88 degrees 25 minutes 21 seconds east 1236.98 feet to an old l.p., thence south 0 degrees 44 minutes 36 seconds east 387.6 feet to a point in the center line of the Old Fletcher Creek, thence along the center line of Old Fletcher Creek the following, north 53 degrees 12 minutes 12 seconds east 73.15 feet, south 61 degrees east 83.4 feet, north 50 degrees east 64 feet, south 26 degrees east 144 feet, south 34 degrees 59 minutes east 254.69 feet, north 66 degrees 28 minutes 46 seconds east 167 feet, north 85 degrees 50 minutes 24 seconds east 140.18 feet, north 85 degrees east 38.46 feet to a l.p., said point being on the west right of way for the New Appling Road, 106 feet wide, said point having a radius of 3780.36 feet, thence southwardly around said curve 507.73 feet to a 1.p. being the south end of said curve, thence south 14 degrees 31 minutes 24 seconds east 596.82 feet along the west line of the New Appling Road to the point of Beginning. Containing 74.4369 acres.

Being the same property conveyed to grantor herein by Warranty Deed of record in Instrument No. J6 1719 in the Register's Office of Shelby County, Tennessee.



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

July 25, 2022

Century Express Car Wash Anita Archambeau & Matt Wolf, ETI Corp. 1755 Lynnfield Rd., Ste. 100 Memphis, TN 38119

Sent via electronic mail to: aarchambeau@eticorp.com; mwolfe@eticorp.com;

Planned Development Amendment to Appling/I-40 Planned Development Area 'A'

Case Number: PD 22-016

LUCB Recommendation: Approval with conditions

Dear applicant,

On Thursday, July 14, 2022, the Memphis and Shelby County Land Use Control Board recommended *approval* of your amendment application for the Amendment to Appling/I-40 Planned Development Area 'A' to allow a car wash establishment near the intersection of Appling Rd. and Reese Rd., subject to the attached conditions.

This application will be forwarded, for final action, to the Shelby County Commission. The Commission will review your application in a committee meeting prior to voting on it in a public hearing. The applicant or the applicant's representative(s) shall be in attendance at all meetings and hearings.

It is the applicant's responsibility to contact the Commission Minutes Department to determine when the application is scheduled to be heard at committee and in public session. The Commission Minutes Department may be reached at (901) 222-1031.

If for some reason you choose to withdraw your application, a letter should be mailed to the Land Use and Development Services Department of the Division of Planning and Development at the address provided above or emailed to the address provided below.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6621 or via email at teresa.shelton@memphistn.gov.

Letter to Applicant PD 22-016

Respectfully,

Teresa H. Shelton Municipal Planner

Thisa H. Shitm

Land Use and Development Services
Division of Planning and Development

 ${\sf Cc: Anita\ Archambeau\ \&\ Matt\ Wolfe,\ ETI\ CORP.}$

File

Letter to Applicant PD 22-016

Conditions

1. The final plan shall be re-recorded with amended use conditions.



RESOLUTION approving the Engineering plans for: South City Subdivision East, Section 3,

and accepting Bond as security

WHEREAS, **South City V, L.P.**, is the Developer of a certain property within the present limits of the City of Memphis, as found on the engineering plans and located at 457 Brightside Road, in Memphis, Tennessee,.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **South City V, L.P.,** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **South City Subdivision East, Section 3**, are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the **Performance Bond No. 016235249** in the amount of \$48,000.00 as security for project.



RESOLUTION approving the Engineering plans for:

H2S Downtown Memphis (2022)

and accepting Bond as security

WHEREAS, **Baywood Hotels,** is the Developer of a certain property within the present limits of the City of Memphis, and located at 139 Vance Avenue between Mulberry Street and South Second Street in Memphis, Tennessee. Contract replaces the expired contract CR-5363 - H2S Downtown Memphis

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Baywood Hotels**, and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **H2S Downtown Memphis (2022)** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the **Performance Bond No.**NTN 1707 in the amount of \$82,700.00 as security for project



RESOLUTION approving the final plat for:

Murray Farms Business Park Phase I

and accepting Bond as security

WHEREAS, **Tennessee Westminster Corp.**, is the Owner and Developer of a certain property in the present limits of the City of Memphis as reflected on the plat and located at the extension of Murray Farms Road, west of Appling City Cove in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between

Tennessee Westminster Corp., and the City of Memphis covering the public improvements as a

part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Murray Farms Business Park Phase I** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accepts the BancorpSouth Letter of Credit **No. 316001105610** in the amount of **\$208,400.00** as security for project.

A resolution to accept, allocate, and appropriate grant funds from the Shelby County Sheriff's Office for the Operation Relentless Pursuit Grant Program.

WHEREAS, The City of Memphis, Police Services has been awarded grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) from the Shelby County Sheriff's Office for the Operation Relentless Pursuit Grant Program; and

WHEREAS, these funds to the City of Memphis, Police Services will be used to pay for equipment, training, and overtime; and

WHEREAS, it is necessary to accept the grant funding and amend the FY 2023 operating Budget to establish funds for the Operation Relentless Pursuit Grant Program; and

WHEREAS, it is necessary to appropriate these grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the Operation Relentless Pursuit Grant Program;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Operation Relentless Pursuit Grant Program funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the FY 2023 Operating Budget be and is hereby amended by appropriating the Expenditures and Revenues for the Operation Relentless Pursuit Grant Program as follows:

Revenue	
Shelby County Sheriff's Office	\$500,000.00
Total	\$500,000.00
	, ,
Expenditures	
Equipment	\$450,000.00
Training	\$25,000.00
Overtime	\$25,000.00
Total	\$500,000.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept and appropriate grant funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) from the Shelby County Sheriff's Office.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The City of Memphis, Division of Police Services is initiating this resolution.

State whether this is a change to an existing ordinance or resolution, if applicable.

This item does not change an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

All Districts

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution requires an amendment between the Shelby County Sheriff's Office and the City of Memphis.

6. State whether this requires an expenditure of funds/requires a budget amendment

This item requires an expenditure of funds and a budget amendment.

7. If applicable, please list the MWBE goal and any additional information needed

N/A

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 3 to Contract No. 11966, MLGW Network Upgrade and Enhancement with ConvergeOne, Incorporated (formerly Venture Technologies, Incorporated), in the funded amount of \$324,883.80. (This change is to ratify and renew the current contract for the third of four annual renewal terms for the period covering September 27, 2021, through September 26, 2022. Also, to renew the current contract for fourth and final annual renewal term for the period covering September 27, 2022, through September 26, 2023, which reflects a 43.72% decrease in rates from the previous term due to a reduction in the amount of equipment needing to be replaced.)

2. Additional Information

The project scope is to procure network equipment replacement components for end-of-life products in the MLGW corporate network with turn-key installation and support services.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022 approved Change No. 3 to Contract No. 11966, MLGW Network Upgrade and Enhancement with ConvergeOne, Incorporated (formerly Venture Technologies, Incorporated) to ratify and renew the current contract in the funded amount of \$324,883.80, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to procure network equipment replacement components for endof-life products in the MLGW corporate network with turn-key installation and support services. This
change is to ratify and renew the current contract for the third of four (4) annual renewal terms for the
period covering September 27, 2021 through September 26, 2022, with no increase in contract value.
MLGW did not conduct any purchases during this period. This change is also to renew the current
contract for the fourth and final annual renewal term for the period covering September 27, 2022 through
September 26, 2023 in the amount of \$324,883.80, with a 43.72% decrease in rates from the previous
term. The decrease is a result of the deduction in the amount of equipment needing to be replaced in this
term. This ratification and renewal complies with all applicable laws and policies. The new contract
value is \$2,030,347.52; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 11966, MLGW Network Upgrade and Enhancement with ConvergeOne, Incorporated (formerly Venture Technologies, Incorporated) to ratify and renew the current contract in the funded amount of \$324,883.80 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 11966, MLGW Network Upgrade and Enhancement with ConvergeOne, Incorporated (formerly Venture Technologies, Incorporated) to ratify and renew the current contract in the funded amount of \$324,883.80.

The project scope is to procure network equipment replacement components for end-of-life products in the MLGW corporate network with turn-key installation and support services. This change is to ratify and renew the current contract for the third of four (4) annual renewal terms for the period covering September 27, 2021 through September 26, 2022, with no increase in contract value. MLGW did not conduct any purchases during this period. This change is also to renew the current contract for the fourth and final annual renewal term for the period covering September 27, 2022 through September 26, 2023 in the amount of \$324,883.80, with a 43.72% decrease in rates from the previous term. The decrease is a result of the deduction in the amount of equipment needing to be replaced in this term. This ratification and renewal complies with all applicable laws and policies. The new contract value is \$2,030,347.52.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 11966, MLGW Network Upgrade and Enhancement with ConvergeOne, Incorporated (formerly Venture Technologies, Incorporated) to ratify and renew the current contract in the funded amount of \$324,883.80, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

I hereby certify that the foregoing is a

true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 17th day

of Ausust, 2022, at which a quorum was present.

_Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving of Change No. 1 to Contract No. 12223, Ergonomics Program with The Institute of Health & Human Performance dba BIOKINETIX to extend the current contract in the funded amount of \$284,200.00.

2. Additional Information

The project scope is to furnish supervision, labor, transportation, and equipment to analyze, develop, and implement a stretching/ergonomics program for all MLGW employees. Originally, the contract was established to provide Linemen with ergonomics training and education to reduce musculoskeletal injuries. This extension is needed to continue the ergonomics training program for the remaining field and office employees.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17,2022 approved Change No. 1 to Contract No. 12223, Ergonomics Program with The Institute of Health & Human Performance dba BIOKINETIX to extend the current contract in the funded amount of \$284,200.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to furnish supervision, labor, transportation, and equipment to analyze, develop, and implement a stretching/ergonomics program for all MLGW employees. Originally, the contract was established to provide Linemen with ergonomics training and education to reduce musculoskeletal injuries. This extension is needed to continue the ergonomics training program for the remaining field and office employees. MLGW would like to extend the current contract for an additional 26-month period covering November 9, 2022 through December 31, 2024 in the funded amount of \$284,200.00. Due to the increase in the number of employees, MLGW received a 26% decrease in unit cost per employee. This extension complies with all applicable laws and policies. The new contract value is \$399,200.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12223, Ergonomics Program with The Institute of Health & Human Performance dba BIOKINETIX to extend the current contract in the funded amount of \$284,200.00 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12223, Ergonomics Program with The Institute of Health & Human Performance dba BIOKINETIX to extend the current contract in the funded amount of \$284,200.00.

The project scope is to furnish supervision, labor, transportation, and equipment to analyze, develop, and implement a stretching/ergonomics program for all MLGW employees. Originally, the contract was established to provide Linemen with ergonomics training and education to reduce musculoskeletal injuries. This extension is needed to continue the ergonomics training program for the remaining field and office employees. MLGW would like to extend the current contract for an additional 26-month period covering November 9, 2022 through December 31, 2024 in the funded amount of \$284,200.00. Due to the increase in the number of employees, MLGW received a 26% decrease in unit cost per employee. This extension complies with all applicable laws and policies. The new contract value is \$399,200.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12223, Ergonomics Program with The Institute of Health & Human Performance dba BIOKINETIX to extend the current contract in the funded amount of \$284,200.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Extension.

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding approval of Change No. 2 to Contract No. 12103, Worker's Compensation Stop Loss Brokering with Willis of Tennessee, Inc., to renew the current contract in the funded amount of \$278,368.00 for the second of four annual renewal terms covering October 1, 2022 through October 31, 2023.

2. Additional Information

The project scope is to obtain an experienced Broker to secure State mandated stop loss coverage for MLGW's Worker's Compensation Program.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022 approved Change No. 2 to Contract No. 12103, Worker's Compensation Stop Loss Brokering with Willis of Tennessee, Inc. to renew the current contract in the funded amount of \$278,368.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to obtain an experienced Broker to secure State mandated stop loss coverage for MLGW's Worker's Compensation Program. This change is to renew the current contract for the second of four (4) annual renewal terms for the period covering October 1, 2022 through October 31, 2023 in the amount of \$398,764.00, with no increase in rates. The increase in premium was due to MLGW payroll increase and not because of a rate increase. The amount of \$120,396.00 will be absorbed from the current contract balance; therefore, the funded amount of this renewal is \$278,368.00. This renewal complies with all applicable laws and policies. The new contract value is \$1,233,918.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 2 to Contract No. 12103, Worker's Compensation Stop Loss Brokering with Willis of Tennessee, Inc. to renew the current contract in the funded amount of \$278,368.00 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Change No. 2 to Contract No. 12103, Worker's Compensation Stop Loss

Brokering with Willis of Tennessee, Inc. to renew the current contract in the funded amount of

\$278,368.00.

The project scope is to obtain an experienced Broker to secure State mandated stop loss coverage

for MLGW's Worker's Compensation Program. This change is to renew the current contract for the

second of four (4) annual renewal terms for the period covering October 1, 2022 through October 31,

2023 in the amount of \$398,764.00, with no increase in rates. The increase in premium was due to

MLGW payroll increase and not because of a rate increase. The amount of \$120,396.00 will be absorbed

from the current contract balance; therefore, the funded amount of this renewal is \$278,368.00. This

renewal complies with all applicable laws and policies. The new contract value is \$1,233,918.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 2 to Contract No. 12103, Worker's Compensation Stop Loss Brokering with Willis of Tennessee, Inc. to renew the current contract in the funded amount of \$278,368.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Renewal.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on ______ day

of yusust, 2022, at which a quorum was present.

_Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12364, South Primary No. 31 Thomas H. Allen No. 35 Line #6 161 kV Transmission Line FedEx Substation Cut-In to William E. Groves Construction, LLC dba Groves Electrical Services in the funded not-to-exceed amount of \$8,480,758.00. (SAME NIGHT MINUTES)

2. Additional Information

The project scope is to install approximately 2.9 miles of 161 kV overhead transmission line which is located along the Nonconnah Creek in Memphis, TN in accordance with installation standard class and engineered steel structures.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022, awarded Contract No. 12364, South Primary No. 31 Thomas H. Allen No. 35 Line #6 161 kV Transmission Line FedEx Substation Cut-In to William E. Groves Construction, LLC dba Groves Electrical Services in the funded not-to-exceed amount of \$8,480,758.00 and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to install approximately 2.9 miles of 161 kV overhead transmission line which is located along the Nonconnah Creek in Memphis, TN in accordance with installation standard class and engineered steel structures. The work will include, but not limited to, labor for installation of the steel poles, assembly units, and overhead conductors, labor, and materials for the installation of drilled piers, right-of-way clearing and related work; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on March 29, 2022. MLGW solicited 20 bids; and received five (5) bids on May 3, 2022. The lowest bid received was from 5-Star Electric, LLC in the amount of \$6,782,533.46. 5-Star Electric withdrew their bid on June 9, 2022 as they could not honor their bid price due to MLGW's refusal to accept the company's late submission of their Exceptions and Clarification statement. As outlined in the solicitation document, late submissions will not be considered. Therefore, the best bid received was from William E. Groves Construction, LLC dba Groves Electrical Services in the amount of \$7,709,780.00. MLGW is requesting contingency funds for unforeseen circumstances in the amount of \$770,978.00. The total funded amount is not-to-exceed \$8,480,758.00. The term of the contract is for eight (8) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12364, South Primary No. 31 Thomas H. Allen No. 35 Line #6 161 kV Transmission Line FedEx Substation Cut-In to William E. Groves Construction, LLC dba Groves Electrical Services in the funded not-to-exceed amount of \$8,480,758.00.

EXCERPT

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12364, South Primary No. 31 Thomas H. Allen No. 35 Line #6 161 kV Transmission Line FedEx Substation Cut-In to William E. Groves Construction, LLC dba Groves Electrical Services in the funded not-to-exceed amount of \$8,480,758,00.

The project scope is to install approximately 2.9 miles of 161 kV overhead transmission line which is located along the Nonconnah Creek in Memphis, TN in accordance with installation standard class and engineered steel structures. The work will include, but not limited to, labor for installation of the steel poles, assembly units, and overhead conductors, labor, and materials for the installation of drilled piers, right-of-way clearing and related work.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on March 29, 2022. MLGW solicited 20 bids; and received five (5) bids on May 3, 2022. The lowest bid received was from 5-Star Electric, LLC in the amount of \$6,782,533.46. 5-Star Electric withdrew their bid on June 9, 2022 as they could not honor their bid price due to MLGW's refusal to accept the company's late submission of their Exceptions and Clarification statement. As outlined in the solicitation document, late submissions will not be considered. Therefore, the best bid received was from William E. Groves Construction, LLC dba Groves Electrical Services in the amount of \$7,709,780.00. MLGW is requesting contingency funds for unforeseen circumstances in the amount of \$770,978.00. The total funded amount is not-to-exceed \$8,480,758.00. The term of the contract is for eight (8) months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12364, South Primary No. 31 Thomas H. Allen No. 35 Line #6 161 kV Transmission Line FedEx Substation Cut-In to William E. Groves Construction, LLC dba Groves Electrical Services in the funded not-to-exceed amount of \$8,480,758.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

SAME DAY MINUTES

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12076, Wireless Network Data and FirstNet Service with AT&T Mobility to renew the current contract in the funded amount of \$853,229.01 for the period October 19, 2022 through August 11, 2024.

2. Additional Information

The project scope is to allow AT&T Mobility, as a sole source provider, to provide wireless data services and FirstNet features to various MLGW equipment and any miscellaneous services for future needs.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022 approved Change No. 1 to Contract No. 12076, Wireless Network Data and FirstNet Service with AT&T Mobility to renew the current contract in the funded amount of \$853,229.01, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to allow AT&T Mobility, as a sole source provider, to provide wireless data services and FirstNet features to various MLGW equipment and any miscellaneous services for future needs. FirstNet® is the nationwide, wireless communications platform dedicated to America's first responders and public safety community. This change is to renew the current contract for the final two (2) year term covering the period of October 19, 2022 through August 11, 2024 in the amount of \$775,662.74, with no increase in rates. MLGW is also requesting contingency funds in the amount of \$77,566.27 for any unforeseen circumstance that may occur. This renewal complies with all applicable laws and policies. The new contract value is \$2,142,577.69; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12076, Wireless Network Data and FirstNet Service with AT&T Mobility to renew the current contract in the funded amount of \$853,229.01 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12076, Wireless Network Data and FirstNet Service with AT&T Mobility to renew the current contract in the funded amount of \$853,229.01.

The project scope is to allow AT&T Mobility, as a sole source provider, to provide wireless data services and FirstNet features to various MLGW equipment and any miscellaneous services for future needs. FirstNet® is the nationwide, wireless communications platform dedicated to America's first responders and public safety community. This change is to renew the current contract for the final two (2) year term covering the period of October 19, 2022 through August 11, 2024 in the amount of \$775,662.74, with no increase in rates. MLGW is also requesting contingency funds in the amount of \$77,566.27 for any unforeseen circumstance that may occur. This renewal complies with all applicable laws and policies. The new contract value is \$2,142,577.69.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12076, Wireless Network Data and FirstNet Service with AT&T Mobility to renew the current contract in the funded amount of \$853,229.01, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12053, Local Dial Tone Services with AT&T to renew the current contract in the funded amount of \$163,944.00. (This change is to renew the current contract for the first of two annual renewal terms covering the period September 17, 2022, through September 16, 2023, with no increase in rates.

2. Additional Information

The project scope is to provide local dial tone services for seven (7) MLGW facilities and provide a diverse route trunk group for System Operations located at 2425 Covington Pike to avoid a single point of failure.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022 approved Change No. 1 to Contract No. 12053, Local Dial Tone Services with AT&T to renew the current contract in the funded amount of \$163,944.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide local dial tone services for seven (7) MLGW facilities and provide a diverse route trunk group for System Operations located at 2425 Covington Pike to avoid a single point of failure. This change is to renew the current contract for the first of two (2) annual renewal terms covering the period September 17, 2022 through September 16, 2023 in the amount of \$149,040.00 with no increase in rates. MLGW is also requesting contingency funds in the amount of \$14,904.00 for any unforeseen circumstance that may occur. This renewal complies with all applicable laws and policies. The new contract value is \$487,944.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12053, Local Dial Tone Services with AT&T to renew the current contract in the funded amount of \$163,944.00 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Change No. 1 to Contract No. 12053, Local Dial Tone Services with

AT&T to renew the current contract in the funded amount of \$163,944.00.

The project scope is to provide local dial tone services for seven (7) MLGW facilities and provide

a diverse route trunk group for System Operations located at 2425 Covington Pike to avoid a single point

of failure. This change is to renew the current contract for the first of two (2) annual renewal terms

covering the period September 17, 2022 through September 16, 2023 in the amount of \$149,040.00 with

no increase in rates. MLGW is also requesting contingency funds in the amount of \$14,904.00 for any

unforeseen circumstance that may occur. This renewal complies with all applicable laws and policies. The

new contract value is \$487,944.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12053, Local Dial Tone Services with AT&T to renew the current contract in the funded amount of \$163,944.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

of the sist, 20 22, at which a quorum was present.

Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12372, FirstNet Wireless Services and Devices to AT&T Mobility in the funded not-to-exceed amount of \$2,009,495.40.

2. Additional Information

The project scope is to allow AT&T Mobility, as a sole source provider, to provide cellular services and devices for the Memphis Light, Gas and Water Division. The services shall include the following: 1) airtime for cellular telephones, smartphones, and smartphone data service; 2) cellular telephone and smartphones (iPhones and android device options); and 3) costs of services and devices.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022, awarded Contract No. 12372, FirstNet Wireless Services and Devices to AT&T Mobility in the funded not-to-exceed amount of \$2,009,495.40, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to allow AT&T Mobility, as a sole source provider, to provide cellular services and devices for the Memphis Light, Gas and Water Division. The services shall include the following: 1) airtime for cellular telephones, smartphones, and smartphone data service; 2) cellular telephone and smartphones (iPhones and android device options); and 3) costs of services and devices. The projected cost estimate for this contract term is \$1,826,814.00. MLGW is requesting contingency funds in the amount of \$182,681.40 for fees associated with requests for new phones, smart devices, airtime, and services incurred during the contract term. The total funded award amount is not-to-exceed \$2,009,495.40. The term of this contract is for 60 months from the date of the Notice to Proceed. MLGW is requesting approval of this sole source award, which can only be provided by AT&T Mobility due to the company being the authorized authority for these services. This sole source award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12372, FirstNet Wireless Services and Devices to AT&T Mobility in the funded not-to-exceed amount of \$2,009,495.40 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12372, FirstNet Wireless Services and Devices to AT&T Mobility in the funded not-to-exceed amount of \$2,009,495.40.

The project scope is to allow AT&T Mobility, as a sole source provider, to provide cellular services and devices for the Memphis Light, Gas and Water Division. The services shall include the following: 1) airtime for cellular telephones, smartphones, and smartphone data service; 2) cellular telephone and smartphones (iPhones and android device options); and 3) costs of services and devices. The projected cost estimate for this contract term is \$1,826,814.00. MLGW is requesting contingency funds in the amount of \$182,681.40 for fees associated with requests for new phones, smart devices, airtime, and services incurred during the contract term. The total funded award amount is not-to-exceed \$2,009,495.40. The term of this contract is for 60 months from the date of the Notice to Proceed. MLGW is requesting approval of this sole source award, which can only be provided by AT&T Mobility due to the company being the authorized authority for these services. This sole source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12372, FirstNet Wireless Services and Devices to AT&T Mobility in the funded not-to-exceed amount of \$2,009,495.40, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on 17th day of 12, 20, 22, at which a quorum was present.

___Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12296, Electric Operations Site Drainage Improvements with A & B Construction Company, Inc., to change and expand the scope of the current contract in the funded amount of \$35,977.48.

2. Additional Information

The project scope is to correct the storm water drainage problem caused by increasing water flow from properties upstream from MLGW's Electric Operations Facility which causes heavy water to flow across the front drive and parking lot. The excessive water also overwhelms the storm water inlet near the radio tower.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022 approved Change No. 1 to Contract No. 12296, Electric Operations Site Drainage Improvements with A & B Construction Company, Inc. to change and expand the scope of the current contract in the funded amount of \$35,977.48, and is now recommending to the Council of the City of Memphis that it approves said change as approved; and

WHEREAS, the project scope is to correct the storm water drainage problem caused by increasing water flow from properties upstream from MLGW's Electric Operations Facility which causes heavy water to flow across the front drive and parking lot. The excessive water also overwhelms the storm water inlet near the radio tower. This change is to expand the scope of the current contract to repair base material before new pavement is installed to ensure a solid foundation is in place to handle the traffic load and to install two (2) speed bumps. The total funded amount of this change is \$35,977.48. The term of the contract will remain for the period covering March 14, 2022 through March 13, 2023. This change complies with all applicable laws and policies. The new contract value is \$298,153.48; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12296, Electric Operations Site Drainage Improvements with A & B Construction Company, Inc. to change and expand the scope of the current contract in the funded amount of \$35,977.48 as approved.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12296, Electric Operations Site Drainage Improvements with A & B Construction Company, Inc. to change and expand the scope of the current

contract in the funded amount of \$35,977.48.

The project scope is to correct the storm water drainage problem caused by increasing water flow from properties upstream from MLGW's Electric Operations Facility which causes heavy water to flow across the front drive and parking lot. The excessive water also overwhelms the storm water inlet near the radio tower. This change is to expand the scope of the current contract to repair base material before new pavement is installed to ensure a solid foundation is in place to handle the traffic load and to install two (2) speed bumps. The total funded amount of this change is \$35,977.48. The term of the contract will

remain for the period covering March 14, 2022 through March 13, 2023. This change complies with all

applicable laws and policies. The new contract value is \$298,153.48.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12296, Electric Operations Site Drainage Improvements with A & B Construction Company, Inc. to change and expand the scope of the current contract in the funded amount of \$35,977,48, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Change.

of August, 2022, at which a quorum was present.

_Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving the ratification of material purchased to restore power due to Winter Storm Landon in the amount of \$2,973,352.00.

2. Additional Information

The Mid-South was hit by a massive storm system when Winter Storm Landon bought snow, ice and sleet resulting in power outages to more than 233,000 customers. Purchase orders were issued to procure the material needed to restore power and to procure material to make 100 storm kits for future outages that may require the assistance of contract crews.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of August 17, 2022 approved the ratification of material purchased to restore power due to Winter Storm Landon and is now recommending to the Council of the City of Memphis that it approves said ratification; and

WHEREAS, the Mid-South was hit by a massive storm system when Winter Storm Landon bought snow, ice and sleet resulting in power outages to more than 233,000 customers. Purchase orders were issued to procure the material needed to restore power. The store room assembles storm kits with material commonly needed to restore power. The storm kits are issued to outside crews that come in to assist MLGW crews with storm restoration. Purchase orders were issued to procure material to make 100 storm kits for future outages that require contract crews to come in and assist MLGW's crews. This ratification complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved ratification of purchase orders for 100 storm kits in the amount of \$2,973,352.00 chargeable to the MLGW 2022 fiscal year budget.

EXCERPT

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

August 17, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and

Water Commissioners that it approves the ratification of material purchased to restore power

due to Winter Storm Landon in the amount of \$2,973,352.00.

The Mid-South was hit by a massive storm system when Winter Storm Landon bought

snow, ice and sleet resulting in power outages to more than 233,000 customers. Purchase orders

were issued to procure the material needed to restore power. The store room assembles storm

kits with material commonly needed to restore power. The storm kits are issued to outside

crews that come in to assist MLGW crews with storm restoration. Purchase orders were issued

to procure material to make 100 storm kits for future outages that require contract crews to

come in and assist MLGW's crews. This ratification complies with all applicable laws and

policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water

Commissioners:

THAT, it approves the ratification of purchase orders issued for material purchased to restore power and assemble 100 storm kits in the amount of

\$2,973,352.00 as outlined in the foregoing preamble.

I hereby certify that the foregoing is a true copy of a resolution accepted by the Board of Light, Gas and Water Commissioners at a regular-special meeting held on ______day

which a quorum was present.

__Secretary-Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution awarding Contract No. 12389 for the conversion of MLGW's streetlights within the City of Memphis with Ameresco, Inc. in the funded amount not to exceed \$47,000,000.00.

2. Additional Information

The project scope is the conversion of existing MLGW Streetlights within the City of Memphis to light emitting diode (LED) luminaries of equivalent wattages and styles along with a lighting management system.

CITY COUNCIL RESOLUTION

WHEREAS, at its meeting on August 17, 2022, the Board of Light, Gas & Water Commissioners approved Contract No. 12389 LED Streetlight Conversion, with Ameresco, Inc. and granted to the President and CEO, or his designee, authority to execute and deliver the Contract and all documents necessary for the performance of work required to complete the contemplated conversion project.

NOW THEREFORE, BE IT RESOLVED THAT, Contract No. 12389, LED Streetlight Conversion, with Ameresco, Inc. for the conversion of MLGW's streetlights within the City of Memphis from the existing luminaires of various wattages and styles to light emitting diode (LED) luminaires of equivalent wattages and styles with any selected lighting management system, for fixed unit prices based on the fixtures selected with an aggregate Contract amount not to exceed \$47,000,000.00; and

FURTHER RESOLVED, THAT the President and CEO, or his designee, is hereby authorized to execute and deliver, the agreement and such other documents that are in his discretion, upon the advice of counsel, necessary and appropriate to complete the contemplated conversion project.

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

held August 17, 2022

The SVP, CFO, CAO and Secretary-Treasurer recommended that the Board approve and enter into Contract No. 12389, LED Streetlight Conversion with Ameresco, Inc. for the conversion of MLGW's streetlights within the City of Memphis from the existing luminaires of various wattages and styles to light emitting diode (LED) luminaires of equivalent wattages and styles with any selected lighting management system, for fixed unit prices based on the fixtures selected with an aggregate contract amount not to exceed \$47,000,000.00.

NOW THEREFORE, BE IT RESOLVED THAT, subject to approval by the City Council, Contract No. 12389, LED Streetlight Conversion with Ameresco, Inc. is hereby approved; and

FURTHER RESOLVED, THAT the President and CEO, or his designee, is hereby authorized to execute and deliver, the agreement and such other documents that are in his discretion, upon the advice of counsel, necessary and appropriate to complete the contemplated conversion project.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on White day of Aways +

SVP, CFØ & CAO Secretary - Treasurer



JIM STRICKLAND Mayor

August 2, 2022

The Honorable Michalyn Easter-Thomas, Chairman Personnel, Government Affairs, and Annexation Committee City Hall - Room 514 Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Dana Pointer

be appointed to the Memphis & Shelby County Center City Revenue Finance Corporation Board with a term expiration date of December 31, 2026.

Mayor

I have attached biographical information.

JSS/sss

Cc: Council Members

MEMPHIS & SHELBY COUNTY CENTER CITY REVENUE FINANCE CORPORATION BOARD 9 Member Board (4) City & (4) County & (1) Joint Appointment 6 Year Term

Purpose:

Authorized to acquire, own, lease and dispose of properties, primarily in the downtown area, to maintain and increase employment opportunities promoting industry, trade, commerce, tourism and recreation.

Members (City):

Floyd, Glenn	M/W	12-31-20	1 st Term
Vacancy	F/W	12-31-20	
Patrick Hillard	M/B	12-31-26	Partial
Jeri Moskovitz**	F/W	12-31-26	1 st Term

Joint Appointment:

Ward-Johnson Ann Brandy	F/B	12-31-20	6yr. Term
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Updated 080122



City Council Item Routing Sheet

EDGE/Planning and Development	Econom	omic Development Committee		July 12, 2022	
☑ Ordinance	□Re	soluti	วท	☐Grant Ac	ceptance
Budget Amendment	Co	omme	ndation	Other:	Click here to enter text.
Item Description: This ordinance adopts PACER) program within Memphis, Tennes		ercial F	roperty Assesse	ed Clean Energy	and Resiliency (C-
Recommended Council Action: Approve t	the ordina	ance			
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: City Council approved resolution of intent to establish the program on June 7, 2022.					
Does this item require city expenditure? N	lo	Sour	ce and Amount	of Funds	
\$ Amount		\$ (Operating Budge	t	
			CIP Project #		
			-		
		\$	ederal/State/ <u>C</u>	<u> Other</u>	
Approvals					
Director	Date 6/28	3/2022			
Division Chief	Date		Chief Opera	ating Officer	
Budget Manager	Date				Date
	Date		Council Cor	nmittee Chair	•
Chief Legal Officer/City					Date
	Date				



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This ordinance adopts a Commercial Property Assessed Clean Energy and Resiliency (C-PACER) program within Memphis, Tennessee.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
 - EDGE and Division of Planning and Development
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a new contract nor amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment. N/A

Draft June 24, 2022
ORDINANCE NO
AN ORDINANCE adopting Municipal Code Chapter Commercial Property Assessed Clean Energy and Resiliency (C-PACER) program within Memphis, Tennessee.
WHEREAS, per Tenn. Code Ann. §§ 68-205-101 et seq., the State Legislature granted local governments the authority to establish a commercial property assessed clean energy and resiliency (C-PACER) program that jurisdictions can voluntarily implement to ensure that free and willing owners of agricultural, commercial, and industrial properties and certain multi-family residential properties to obtain low-cost long-term financing; and
WHEREAS, state law allows this financing to be used for qualifying improvements, including energy efficiency, water conservation, renewable energy, and resiliency measures such as flood mitigation, stormwater management, wildfire and wind resistance, energy storage, microgrids, and fire suppression; and
WHEREAS, the C-PACER program authorized in Tenn. Code Ann. §§ 68-205-101 et sequence promotes voluntary energy efficiency, energy conservation, and resiliency and such improvements not only save money for building owners, but also support the reduction of energy consumption, support the production of clean, renewable energy, and reduce greenhouse gas emissions; and
WHEREAS, the City Council is considering the matter at a duly-advertised public hearing and concludes that adoption will further the public health, safety and welfare; now, therefore,
BE IT ORDERED, RESOLVED AND DECREED BY THE CITY OF MEMPHIS COUNCIL, STATE OF TENNESSEE, AS FOLLOWS:
Section 1. New. A new section is added to the Municipal Code to read:
Municipal Code Commercial Property Assessed Clean Energy and Resiliency (C-PACER) Program
010 Establishment020 Definitions030 Territory040 Program Administration050 C-PACER Financing

__.__.060

__.__.070

__.__.080 __.__.090

__.__.100

__.__.110

C-PACER Lien

Fees

Enactment

Application and Review Program Guidebook

Collection and Enforcement

__.__.120 No Liability, and No Public Funds.

. .010 Establishment

There is hereby established within the boundaries of Memphis, Tennessee (the "City") a Commercial Property Assessed Clean Energy and Resiliency ("C-PACER") program (the "Program") in accordance with chapter Tenn. Code Ann. §§ 68-205-101 et seq. (the "C-PACER Act"). The City finds that it is convenient and advantageous to establish the Program, at no net cost to the City, in order to finance Qualified Projects (as hereinafter defined), repaid by voluntary annual assessment installment payments on the property benefited by such Qualified Projects, and that the Program is in the public interest, providing for the safety, health, and environmental public benefit, and provides for economic development of the community. The Program shall allow financing for the full range of Qualified Improvements on all Eligible Properties, as authorized by the C-PACER Act, and shall abide by and operate according to the C-PACER Act.

. .020 Definitions

The definitions in this section apply throughout _____ Municipal Code __.__ unless the context clearly requires otherwise:

- 1. "Application checklist" means the list of items in a Program Application required by the C-PACER Act, this ordinance, the Program Guidebook, and the corresponding documentation that the City accepts in order to show the requirements of the C-PACER Act have been met;
- 2. "Assessment" means the voluntary agreement of a Record Owner pursuant to an Assessment Agreement to allow the City to require the payment of annual Assessment Installments on their property in an amount sufficient to re-pay C-PACER Financing, together with interest, penalties, fees and charges related thereto;
- 3. "Assessment Agreement" means an agreement between the City and a Record Owner whereby the City agrees to place an Assessment to re-pay C-PACER Financing and C-PACER Lien on the property to secure the obligation to repay the financing;
- 4. "Assessment Installment" means annual payments assessed against property to repay C-PACER Financing;
- 5. "Capital Provider" means a private third-party entity, including its designee, successor, and assigns that makes or funds C-PACER Financing, including refinancing;
- 6. "C-PACER Financing" means an investment from a Capital Provider to a Record Owner to finance or refinance a Qualified Project as described under this Ordinance. The proposed C-PACER Financing for a Qualified Improvement may authorize the Record Owner to:
 - a. purchase directly the related equipment and materials for the installation or modification of a Qualified Improvement; and
 - b. contract directly, including through lease or other service contract, for the installation or modification of a Qualified Improvement;

- 7. "C-PACER Lien" means the lien recorded at the Shelby County Register of Deeds on the Eligible Property to secure the C-PACER Financing, which remains on the property until the C-PACER Financing is paid in full;
- 8. "Eligible Property" means (a) privately owned commercial, industrial, or agricultural real property, (b) privately owned residential real property consisting of five (5) or more dwelling units, (c) property owned by nonprofit, charitable, or religious organizations, and (d) property owned by pseudo-governmental organizations such as Industrial Development Corporations, Housing Authorities, or Health Educational and Housing Facility Boards. Pawn shops, adult entertainment and product stores, liquor and tobacco stores, payday loan and title loan establishments, as well as other business types determined in the Local Government's sole discretion shall not be considered Commercial Property;
- 9. "Fair Market Value" means the as-appraised value, as determined by a state-certified appraiser, as if the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts;
- 10. "Financing Agreement" means the contract under which a Record Owner agrees to repay a Capital Provider through Assessment Installments for the C-PACER Financing including, but not limited to, details of any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to treatment of prepayment and partial payment of the C-PACER Financing;
- 11. "Local Government" means the governing body, any department, or any office within the government for the City of Memphis;
- 12. "Program" means the C-PACER program established under this ordinance;
- 13. "Program Administrator" means the party designated by the Local Government to administer the C-PACER Program. This party may be the Local Government itself or an independent third party, whether it be private, quasi-public or public, designated by the Local Government, provided that the administration procedures used conform to Tenn. Code Ann. § 68-205-101, *et seq.*, and this chapter;
- 14. "Program Guidebook" means documents that, collectively, are incorporated in Exhibit A of this ordinance, including the Assessment Agreement and the Notice of Assessment Interest and C-PACER Lien;
- 15. "Program Application" means the application submitted to demonstrate that a proposed project qualifies for C-PACER Financing and for a C-PACER Lien;
- 16. "Qualified Improvement" means a permanent improvement affixed to real property and intended to:

- (a) Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature;
- (b) Increase resilience and support the production of clean, renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature;
- (c) Decrease water consumption or demand and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption;
- (d) Allow for the reduction or elimination of lead from water that may be used for drinking or cooking;
- (e) Increase water or waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the Local Government;
- (f) Electrical vehicle charging infrastructure;
- (g) Conform to requirements of the most recent version of the International Energy Conservation Code adopted by the Local Government; or
- (h) Conform to seismic requirements of the most recent version of the International Building Code adopted by the Local Government.
- 17. "Qualified Project" means a project approved by the Program Administrator, involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement, including Qualified Improvements installed no more than two (2) years prior to the date of application. Together, Qualified Improvements, inclusive of all related and eligible costs pursuant to the C-PACER Act that are to be financed as described in a Program Application and approved by the Program Administrator, are a Qualified Project. If the Program Administrator is a Capital Provider, the Local Government must also approve the project for it be to be a Qualified Project. The minimum project size for a Qualified Project is one that costs \$1,000,000.00; and
- 18. "Record Owner" means the owner or owners on title, duly recorded, of a Commercial Property, the owner listed on the property's legal documents on file or the owner of an estate for years created pursuant to a written ground lease agreement or similar agreement.

__.__.030 Territory

The Program shall be available to all Eligible Property within the boundaries of the Region, in accordance with the C-PACER Act. This includes both unincorporated and incorporated areas of the City. The Region is the incorporated and unincorporated areas of the City, excluding areas zoned for residential property only, as shown in the map attached to this Ordinance.

__.__.040 Program Administration

- 1. Pursuant to the C-PACER Act, the Local Government designates the Economic Development Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee ("EDGE") as the Program Administrator. If EDGE is no longer the Program Administrator for any reason, then the Local Government will either assume the role of Public Administrator or designate a new third-party entity to serve as Public Administrator. The Program Administrator shall review and approve the Program Applications submitted in accordance with the Program Guidebook, collect any fees, execute the documents required by the Program Guidebook to enable C-PACER Financing, and record the documents requested by the Record Owner and Capital Provider.
- 2. The Program Administrator is authorized to impose fees to offset the actual and reasonable costs of administering the Program. The fees may be assessed as part of the Program Application, to be paid by the Record Owner requesting to participate in the Program. Service fees of approved applications must be calculated as one percent (1%) of the total amount financed, not to exceed fifty thousand dollars (\$50,000.00). Service fees retained by a Capital Provider acting as the designated Program Administrator must be placed into a reserve account and utilized for costs related to the billing, collection, and enforcement of the special assessment and lien. If the Local Government does not select a Capital Provider as its designated Program Administrator, then the funds must be placed into an account designated by the Program Administrator.

__.__.050 C-PACER Financing

- 1. C-PACER Financing, under the C-PACER Act, is to be provided by Capital Providers through a Financing Agreement entered into with the owner of an Eligible Property to fund a Qualified Project.
- 2. The C-PACER Financing may include:
 - a. The cost of the Qualified Improvement plus the costs of materials and labor necessary for the installation or modification of a Qualified Improvement;
 - b. Permit fees;
 - c. Inspection fees;
 - d. Financing or origination fees;
 - e. Program application and administrative fees;

- f. Project development and engineering fees;
- g. Third-party review fees, including verification review fees;
- h. Capitalized interest, in an amount determined by the Record Owner and the Capital Provider for a period of [insert number of years];
- i. Interest reserves; and
- j. Any other fees or costs that may be incurred by the incident to the installation, modification, or improvement of a Qualified Improvement on a specific or pro rata basis, as determined by the Local Government.
- 3. The interest rates imposed upon the Assessment are subject to the usury laws of the state of Tennessee and shall not exceed the maximum allowed interest rates. The Capital Provider may not impose variable interest rates upon the Assessment.
- 4. The assessment of the property cannot exceed:
 - a. Ninety percent (90%) of the Fair Market Value of the property prior to the completion of all planned real property improvements, as determined by a state-certified appraiser; and
 - b. Twenty-five percent (25%) of the Fair Market Value of the Property at the time of the completion of all planned real property improvements, as determined by a state-certified appraiser.
- 5. Prior to entering into a Financing Agreement, the Capital Provider must receive written consent from every holder of a deed of trust or mortgage interest in the real property that will be subject to the Assessment and C-PACER Lien agreeing that the property may participate in the program and that the C-PACER Lien will take precedence over all other liens except for a lien for taxes.

- 1. The C-PACER Lien amount, plus any interest, penalties, fees and charges accrued or accruing on the C-PACER Lien:
 - a. Takes precedence over all other liens or encumbrances except a lien for taxes imposed by the state, a local government, or a junior taxing district on real property, provided existing mortgage holders, if any, have provided written consent described in Section ____.050(3); and
 - b. Is a first and prior lien, equal to the lien for taxes imposed by the state, a local government, or a junior taxing district against the real property on which the C-PACER Lien is imposed, from the date on which the notice of the C-PACER Lien is recorded until the C-PACER Lien, interest, penalties, fees and charges accrued

or accruing are paid in full.

- 2. The C-PACER Lien runs with the land, and that portion of the C-PACER Lien that has not yet become due is not accelerated or eliminated by enforcement of the C-PACER Lien by tax sale or any lien for taxes imposed by the state, a local government, or junior taxing district against the real property on which the C-PACER Lien is imposed.
- 3. Delinquent Assessment Installments incur interest and penalties as specified in the Financing Agreement.
- 4. After the C-PACER Lien is recorded as provided in this Ordinance, the Assessment, C-PACER Financing and the C-PACER Lien may not be contested on the basis that the improvement is not a Qualified Improvement or that the project is not a Qualified Project.

__.__.070 Application and Review

- 1. A Record Owner and Capital Provider shall complete a Program Application and submit it to the Program Administrator for review.
- 2. The Program Application shall require:
 - a. An attestation by the Record Owner that the project consists of one or more "Qualified Improvement" as defined by ____.__.020(14).
 - b. For an existing building seeking improvements:
 - (a) Where energy or water usage improvements are proposed:
 - (1) A certification by a licensed engineering firm, engineer, or other qualified professional listed in the Program Guidebook, with the licensed professional's stamp affixed to the certification, stating that the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water; and
 - (2) An analysis by a licensed professional explaining how the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water;
 - (b) Where safe drinking water measures are proposed:
 - (1) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the Qualified Improvements will result in the reduction

of lead in potable water; and

- (2) An analysis by a licensed professional engineer explaining how the Qualified Improvements will result in the reduction of lead in potable water; or
- (c) Where resilience improvements are proposed:
 - (1) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the Qualified Improvements will result in improved resilience and an analysis explaining how the Qualified Improvements will result in improved resilience; and
 - (2) An analysis by a licensed professional engineer explaining how the Qualified Improvements will result in improved resilience and an analysis explaining how the Qualified Improvements will result in improved resilience.
- c. For new construction, an applicant must provide:
 - (a) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the proposed Qualified Improvements, individually, or acting as a whole, will enable the project to exceed the energy efficiency, water efficiency, renewable energy, renewable water, or resilience requirements of the current building code of the City; and
 - (b) An analysis explaining how the Qualified Improvements, individually, or acting as a whole, will enable the project to exceed the energy efficiency, water efficiency, renewable energy, renewable water, or resilience requirements of the current building code of the City.
- 3. The Program Administrator shall review the Program Application according to the Application Checklist solely to determine whether it is complete, proposes a "Qualified Improvement," contains no errors on its face, and that all information is provided in the substance and form required by the Application Checklist. If so, the Program Administrator shall sign the Application Checklist indicating that the Program Application is deemed approved and the project is a Qualified Project. If a Program Application is incomplete and/or does not conform to the requirements of the Application Checklist, the Program Administrator shall inform the applicant as soon as practicable that the Program Application is denied, the reasons for the denial, and any corrections that could make the Program Application acceptable. If feasible, the applicant shall have an opportunity to correct the Program Application.
- 4. Upon approval of a Program Application, a Record Owner or Capital Provider shall provide the completed (1) the Assessment Agreement; (2) the Notice of Assessment

Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; (7) MLGW Compliance Certificate, if applicable, and (8) Program Application Checklist for execution at least ten (10) days prior to close of the C-PACER transaction, along with a requested date for recordation of such forms.

- 5. The Program Administrator, on behalf of the Local Government, shall record in its real property records (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; (7) MLGW Compliance Certificate, if applicable, and (8) Program Application Checklist at the date requested by the Record Owner and Capital Provider or, at the request of the Record Owner and the Capital Provider, the executed documents may be delegated to the Capital Provider.
- 6. For a Record Owner and Capital Provider whose Program Application is denied by the Local Government's Program Administrator, either party, or both, may request an adjudicative proceeding before the Local Government's adjudicative body, consistent with the Local Government's rules and subject to the applicable provisions of Tennessee's Administrative Procedures Act, Tenn. Code Ann. §§ 4-5-101 et seq.

__.__.080 Program Guidebook

- 1. The C-PACER Program shall be administered in accordance with the requirements contained in the Program Guidebook established by the Program Administrator from time to time.
- 2. The Program Guidebook and forms may be amended by the Program Administrator without approval by the Memphis City Council, provided that such amendments comply with the C-PACER Act and other applicable law.

__.__.090 Collection and Enforcement

- 1. Collection of Assessment Installments and enforcement of C-PACER Liens due to delinquent Assessment Installments, including enforcement by tax sale, shall be enforced in the same manner that a property tax lien against commercial property is enforced by the Local Government.
- 2. The Local Government hereby designates the Memphis City Treasurer to collect Assessment Installments and enforce C-PACER Liens due to delinquent Assessment Installments. The Memphis City Treasurer shall remit any and all Assessment Installments it collects to the Capital Provider to whom the payment is due within ninety (90) days of receipt thereof.

. .100 Fees

An application fee shall be paid to the Local Government when the Program Application is submitted. The amount of the fee shall be determined by the Program Administrator. Pursuant to the Program Guidebook, the Program Administrator shall establish a fee that makes the costs of

the C-PACER program cost-neutral to the Local Government and Program Administrator provided, however that the fees for any Assessment may not exceed 1% of the applicable C-PACER Financing and shall not in any case exceed \$50,000.00.

___.__.110 Enactment

The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed upon the effectiveness of this ordinance. No provision of the Municipal Code or violation of any provision of the Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Code. In the event and to the extent of a conflict between this ordinance and the C-PACER Act, the C-PACER Act shall govern.

__.__.120 No Liability.

Except for a right of action to enforce the terms of this ordinance, this ordinance does not confer any right of action nor property interest upon any party to a C-PACER transaction against the Local Government or the Program Administrator, and, so long as the Local Government or Program Administrator comply in good faith with the terms of the C-PACER Act and this ordinance, neither the Local Government nor the Program Administrator shall incur liability for enacting this Program, nor shall the Local Government, its governing body, executives, or employees nor the Program Administrator, its governing body, executives, or employees be personally liable as a result of exercising any rights or responsibilities granted under this ordinance.

Section 2.	Effective Date .	This ordinance shall be effe	ective on
ADOPTEI	O on this	day of	, 20

PROGRAM GUIDEBOOK: C-PACER PROGRAM

MEMPHIS, Tennessee

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I. Introduction

ABOUT C-PACER

The City of Memphis (the "City") administers a Commercial Property Assessed Clean Energy and Resiliency ("C-PACER") financing program (the "C-PACER Program" or the "Program") under Tennessee Code Annotated 68-205-101 et seq. (the "C-PACER Act"). The C-PACER Program allows owners of eligible commercial property to obtain long-term financing from private capital providers for certain qualified improvements. While the financing is repaid to the Capital Provider, the C-PACER Act directs the City to levy a voluntary assessment and record a lien (the "C-PACER Lien") on the property. This approach to financing has been used by programs like C-PACER on thousands of properties in more than 24 states and the District of Columbia.

In 2021, the Tennessee State legislature passed C-PACER enabling legislation, T.C.A. § 68-205-101, et seq., which was recently amended in 2022. This legislation allows counties, municipalities and local jurisdictions to establish Commercial Property Assessed Clean Energy and Resilience (C-PACER) programs. The legislation emphasized allowing resilience improvements, adding an "R" to the popular acronym. C-PACER allows Record Owners to access financing for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings. Improvements made to reduce lead in drinking water also qualify as improvements.

Individual counties and municipalities may now take action to create their own C-PACER programs and help buildings become more efficient and resilient. Creating a City C-PACER program is simple: first, the City adopts an ordinance and guidelines that govern how its C-PACER program works. Second, since the repayment of the C-PACER financing is between a private lender and a Record Owner, when the lender's lien against the property is filed, the City only has to review the lien application for compliance with the C-PACER state law, and then record a unique agreement that includes the acknowledgment of a special property "assessment" by the City.

In Tennessee, C-PACER financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also conserve energy or result in renewable energy improvements. A voluntary C-PACER loan is secured by a senior lien on the property and paid back over time; tax liens and other government assessments are equal in priority to the C-PACER lien. Like other assessments, C-PACER financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time. The C-PACER repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the measures.

The Program exists as a function of Tennessee's C-PACER legislation and the rules established by the City. No change in the Program or in Tennessee's C-PACER legislation will affect a Record Owner's obligations to pay C-PACER assessments incurred under the Program prior to such changes.

II. Benefits of C-PACER

C-PACER offers benefits to building owners, developers, municipalities, mortgage holders, and building professionals.

For Building Owners and Developers: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front cost of the types of measures identified in the statute as qualifying improvements. C-PACER financing typically requires little up-front investment, and qualifying improvements improve property value. Energy efficiency measures, in particular, also lower operating costs. In addition, C-PACER financing has the following benefits:

- <u>Up to 100%, long-term financing</u>. Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect costs incidental to the qualified improvements can be wrapped into C-PACER financing.
- <u>Transferrable upon sale</u>. Some owners may want to sell the building before the financing is repaid. The C-PACER lien and assessment are attached to the property and transfers to the new owner.
- <u>Cash flow benefits</u>. C-PACER financing may be repaid over the useful life of the improvements, which because of the long-term financing options can have positive effects on cash flow.
- Triple-net and full-net leases may allow pass-through of assessment installments to tenants.
 Under triple/full net leases, C-PACER payments can be passed along to tenants, who also typically derive benefit from any energy savings through reduced operating costs.

For Energy Auditors, Architects, Building Engineers, and Contractors: By allowing a Record Owner to access 100% up-front financing for longer terms than are typically available for conventional financing, more substantial efficiency and resiliency improvements are now more affordable with C-PACER. Energy auditors, architects, engineers, and contractors can suggest C-PACER financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Since the demand for building efficiency and resiliency improvements will grow in a C-PACER-enabled jurisdiction, C-PACER is a powerful business growth catalyst for building professionals like energy auditors and contractors.

For Local Jurisdictions: C-PACER is an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock value is enhanced, and more jobs are created. Energy and resiliency upgrades create a more competitive environment for retaining and attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings can generate higher property tax payments for the City. Energy upgrades also typically reduce greenhouse gases and other pollutants, which facilitates adherence to City or state climate action plans or goals.

For Existing Lien Holders: C-PACER improvements can enhance property value and typically improve a building's longevity, thereby reducing the risk of property value decline over time. In addition, C-PACER financing is non-accelerating, meaning only current or past due annual payments can be collected each year while future payments stay with the property. As such, existing mortgage holders see their collateral

improved without substantial increase in credit risk and with only a modest impact on lien priority. C-PACER financing is not permitted without the consent of all existing lien holders and, under certain circumstances, the holders of certain other obligations encumbering commercial residential property.

III. C-PACER Financing Program Rules

This Program Guidebook (the "Guidebook") is prepared as required by the C-PACER Act, at the direction of the City, and is approved in connection with, and as an attachment to, the enabling ordinance for this program (the "C-PACER Ordinance") dated ______. Capitalized terms used herein, but not defined herein, have the meaning given to such terms in the C-PACER Ordinance.

The Guidebook establishes guidelines, eligibility, approval criteria, and an application form for the administration of the C-PACER Program for the City. The C-PACER Program enables financing for commercial Record Owners ("Record Owners") to make certain energy efficiency, renewable energy, water conservation, and resiliency improvements (each, a "Qualified Improvement") as described in the C-PACER Act and further clarified in this Guidebook.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application (the "Project Application") approved by the Program, constitute a "Qualified Project." Record Owners may receive funding for their Qualified Improvements only from qualified private investors ("Capital Providers") pursuant to a separate Financing Agreement negotiated between the Record Owner and Capital Provider (a "Financing Agreement").

In the following numbered subsections, a reader can find information about:

- Statutory and programmatic eligibility requirements for C-PACER project financing in Tennessee State, and
- The appropriate steps and forms needed for a City to receive and process a C-PACER project lien application.

1. Establishment of C-PACER Program Boundaries

The City adopted Ordinance number ______ on _____, establishing the C-PACER Program for all eligible commercial properties within the boundaries of the City. The Region is illustrated in Exhibit 2.

2. Administration of Program; Authorized Officials

The Economic Development Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee ("EDGE") is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. EDGE will then execute the Assessment Agreement and C-PACER Lien documents on behalf of the City and record them with the real property records.

As part of Program operation, EDGE will:

- Accept Project Applications (see Attachment A, Application) from Record Owners and Capital Providers for prospective C-PACER projects;
- Review the Project Application to determine conformance with the Application Checklist (See Attachment B);
- Approve/conditionally approve/disapprove the Project Application and communicate to applicant;
- Execute (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien;

- (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program Application Checklist; and
- Record the (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER
 Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5)
 Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program
 Application Checklist

3. Eligibility Requirements

Eligible Property means privately owned commercial, industrial, or agricultural real property, or privately owned residential real property consisting of five (5) or more dwelling units, property owned by nonprofit, charitable, or religious organizations, and property owned by pseudo-governmental organizations such as Industrial Development Corporations, Housing Authorities, or Health Educational and Housing Facility Boards. Pawn shops, adult entertainment and product stores, liquor and tobacco stores, payday loan and title loan establishments, as well as other business types determined in the Local Government's sole discretion shall not be considered Commercial Property.

Ground leases on Eligible Property are permitted, so long as all requirements of the C-PACER Ordinance are met, including requiring the Record Owner to enter into an Assessment Agreement. On ground-leased property, therefore, the assessment and C-PACER Lien encumber the fee interest in the property, not the ground leasehold.

The Eligible Property must be assessed by a state-certified appraiser. That assessment cannot exceed: (1) 90% of the fair market value prior to the completion of all planned real property improvements, and (2) 25% of the fair market value of the property at the time of the completion of all planned real property improvements.

<u>Minority and Women Owned Business Enterprise Participation</u> means that anyone utilizing this Program on a Qualified Project shall use a "best faith effort" to reach no less than 25% Minority/Women Business Enterprise (MWBE) participation on the Qualifying Costs.

<u>Record Owner</u> means the owner or owners on title, duly recorded, of a Commercial Property, the owner listed on the property's legal documents on file or the owner of an estate for years created pursuant to a written ground lease agreement or similar agreement.

The Record Owner may be any type of business, corporation, individual, or non-profit organization.

<u>Qualified Improvements</u> means a permanent improvement costing no less than \$1,000,000.00 affixed to the real property that must meet at least one of these criteria:

- O Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature; ("Energy Efficiency Improvement");
- Support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature ("Renewable Energy Improvement");

- Decrease water consumption or demand and address safe drinking water through the use of
 efficiency technologies, products, or activities that reduce or support the reduction of water
 consumption, or allow for the reduction in demand ("Water Efficiency Improvement");
- Reduce or eliminate lead from water which may be used for drinking or cooking ("Safe Drinking Water Improvement");
- o Increase water and waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the City ("Resiliency Improvement");
- Electrical vehicle charging infrastructure;
- o Conform to the requirements of the most recent version of the International Energy Conservation Code adopted by the City; or
- o Conform to seismic requirements of the most recent version of the International Building Code adopted by the City.

Qualified Projects include the following:

- The acquisition, construction (including new construction), lease, installation, or modification of a Qualified Improvement permanently affixed to an Eligible Property.
- Qualified Projects include the refinancing of existing properties that have had Qualified Improvements installed and completed for no more than two (2) years prior to the date of Project Application.

<u>Qualifying Capital Provider</u> may be any private third-party entity, including its designee, successor, and assigns, that makes or funds C-PACER financing, including refinancing

Qualifying costs that can be C-PACER financed must exceed \$1,000,000.00 and can include:

- o The cost of the Qualified Improvements plus the costs of materials and labor necessary for installation or modification of a Qualified Improvement;
- o Permit fees;
- Inspection fees;
- Financing or origination fees;
- o Program application and administrative fees;
- o Project development, architectural and engineering fees;
- o Capitalized interest in an amount determined by the Record Owner and the Capital Provider not to exceed the maximum rate allowed by Tennessee law;
- o Interest reserves;
- O Any other fees or costs that may be incurred by the Record Owner incident to the installation, modification, or improvement on a specific or pro rata basis.
- o See also the definition of Total Eligible Construction Costs in Section 5(5)(D).

4. Application Process

The Tennessee C-PACER statute reduces the administrative burden on participating counties, municipalities and local jurisdictions as much as possible. Thus, EDGE will review the Application for proof of compliance with the requirements of the statute that are necessary for EDGE to approve the application and execute the applicable documents for the proposed C-PACER transaction. All applicants are encouraged to review the Project Application Checklist accompanying the Application to ensure that the types of information that EDGE will rely upon to verify compliance with the statute are present in the completed Application.

The process of obtaining financing under the Program starts when a Record Owner approaches a Capital Provider. The Capital Provider will work with the Record Owner to collect a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACER application process will be as follows:

- (1) The Record Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants are encouraged to review the Project Application Checklist accompanying the Project Application to ensure that the types of information that EDGE will rely upon to verify compliance with the C-PACER Act and C-PACER Ordinance are present in the completed Project Application.
- (2) EDGE will accept applications until the first Wednesday of each month. EDGE shall take no longer than ten (10) business days to evaluate the application and officially act at a regularly scheduled meeting (typically on the third Wednesday of the month) or at a specially called meeting with required notice.
- (3) EDGE's application review process is confined to confirming that the Project Application is complete and all attachments conform to these guidelines. *EDGE's approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements*. EDGE will review the Project Application for proof of compliance with the requirements of the C-PACER Act and C-PACER Ordinance that are necessary for EDGE to approve the Project Application and execute the applicable documents for the proposed C-PACER transaction. Incomplete Project Applications will be returned to the applicant, and EDGE will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant.
- (4) The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.
- (5) Upon receipt of approval, the Capital Provider will draft the following "Closing Documents": (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program Application Checklist At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents.

- (6) If the Project Application received conditional approval, the Closing Documents executed by EDGE may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACER Act and C-PACER Ordinance.
- (7) At closing, EDGE will record the Closing Documents in the Office of the Register of Deeds for Shelby County. At the election of the applicant, EDGE may delegate the recording of the Closing Documents to the applicant or their designee(s).
- (8) Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
- (9) The Record Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement

5. Application Documents

The Project Application must be submitted with the following documents appended:

- Project Application Checklist (form attached)
- Lienholder(s) Consent (form attached)
- Economic Benefits Certification (form attached): The applicant will certify that the economic benefits of the Qualified Improvements exceed the costs of the assessment.
- Certificate of Qualified Improvements:
- (1) For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements on an existing building: A certification stating that the proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water.
- (2) <u>For Safe Drinking Water Improvements on an existing building</u>: A certification stating that the proposed Qualified Improvements will result in the reduction of lead in potable water.
- (3) For Resilience Improvements on an existing building: A certification that the Qualified Improvements will result in improved resilience, which may include, without limitation, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids.
- (4) <u>For new construction</u>: A certification that each proposed Qualified Improvement or the building as a whole will enable the subject property to exceed the energy efficiency or, water efficiency or, renewable energy or, renewable water, or resilience requirements of the current building code requirements of the City.
- (5) For all Qualified Improvements, the aforementioned certifications (in subsections #1-4) must be completed by either a licensed Professional Engineer or an authorized representative of a licensed engineering firm. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications. The certifying individual must inspect the installation of the Qualified Improvements and provide a stamped inspection report from a Professional Engineer licensed with the State of Tennessee to EDGE attesting all improvements have been installed to applicable code requirements and/or product specifications.

6. Closing Documents

The following documents require the signature of EDGE and shall be part of the closing of any C-PACER transaction. Each document must be substantially similar in substance to the forms provided, although it is expected that Record Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Project Application Checklist
- Assessment Agreement
- Notice of Assessment Interest and C-PACER Lien
- Economic Benefits Compliance Certificate
- Energy Water Resilience Compliance Certificate
- Mortgage Holder Consent
- MLGW Compliance Certificate (if applicable)
- Certificate of C-PACER Completion

7. Interest Rates

Interest rates are negotiated in a Financing Agreement between the Record Owner and the Capital Provider, but may not exceed the maximum rate allowed under Tennessee law. EDGE has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended use of the property, potential risk –will affect the terms negotiated by the Record Owners and Capital Providers.

8. Billing and Collection of Assessments

Billing, collection and enforcement of delinquent C-PACER Liens or C-PACER financing installment payments will be handled by the Memphis City Treasurer using the same process that it uses for collecting ad valorem property taxes.

9. Enforcement of C-PACER Lien

The Memphis City Treasurer will enforce the C-PACER Lien through the same tax sale mechanism that it uses to enforce the liens for ad valorem property taxes.

10. Program Fee

EDGE, as compensation for time and costs incurred in the establishment of the C-PACER Program, including the C-PACER Ordinance, this Guidebook, the draft documents, as well as for reviewing a Project Application for completeness and executing the Assessment Agreement and C-PACER Lien is entitled to a fee equal to 1% of the amount financed by the Record Owner, not to exceed \$50,000. The Record Owner must pay this fee to EDGE at the closing of the transaction between the Record Owner and the Capital Provider, and such payment is a condition precedent to recording. EDGE shall invoice the applicant, collect the Program Fee and distribute 50% of the fee collected to the City of Memphis Department of Finance.

11. Term of an Assessment; Calculation of Useful Life of Qualified Improvements

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement, or weighted average life if more than one Qualified Improvement is included in the Qualified Project.

12. Form of Closing Documents

The Program has adopted form Closing Documents: The Assessment Agreements and Notice of Assessment Interest and C-PACER Lien. A Record Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

The forms are attached in the Exhibits below and respectively incorporated herein as referenced

13. Written Consent from Lienholder(s) Required

Before entering into an Assessment Agreement with the City, the Capital Provider must obtain, and the Project Applications must show proof of, written consent for the placement of the assessment and C-PACER Lien from any holder of a mortgage or a deed of trust interest in the real property.

If the consents are executed at closing, the signatures of EDGE to the Closing Documents will be held in escrow and will not be released until the consents are obtained. After closing, at the election of the Memphis City Treasurer, an amended Project Application with the consents attached must be sent to the Memphis City Treasurer. Capital Providers are responsible for providing their own form of consent that conforms to the C-PACER Ordinance and C-PACER Act.

14. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the EDGE website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Record Owners and Capital Providers understand the principles and processes associated with C-PACER financing and will look to the Guidebook for understanding and clarification of the City Program.

15. Neither City Nor EDGE Has No Liability or Financial Responsibility

Neither the City, its governing body, executives, or employees, nor EDGE, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. Neither the City nor EDGE shall pledge, offer, or encumber its full faith and credit for any lien amount under the C-PACER program. No public funds may be used to repay any C-PACER financing obligation.

[EXHIBITS TO BE INSERTED]

APPLICATION INFORMATION	APPLICANT-PROVIDED INFORMATION	ACCEPTED DOCUMENTATION	VERIFIED / NOTES
PROPERTY ADDRESS		DEED TITLE INSURANCE REPORT ASSESSOR OFFICIAL RECORD The address must be within the County.	
PROPERTY OWNER:	Legal name(s) of Owner(s) (LIST ALL):	DEED TITLE INSURANCE REPORT All names must match exactly what is on the Title Insurance Report and Assessor Official Record	
	Name of contact person:	If the name(s) is different:	
	Phone number:	Certified copy of personal/corporate name change; Certified copy of merger/sale document	
	Email address:	reflecting name change; Certified copy of Power of Attorney	
QUALIFYING PROPERTY	is this Property: commercialagriculturalindustrialmulti-family of 5+ units The improvements sought are for:existing buildingnew construction	ASSESSOR / TREASURER OFFICIAL RECORDS APPRAISAL ZONING REPORT GROUND LEASE (if applicable)	

QUALIFYING OWNER	Is property owned by alimited liability company general or limited partnership corporationindividual/Sole proprietorship trust	If property is held by a limited liability company, general or limited partnership or a corporation, the applicant should include a copy of the certificate of formation, organization, incorporation or similar document and a good standing certificate/certificate of existence from the state or organization and, if not organized in Tennessee, a certificate of registration to conduct business in Tennessee as a foreign entity. If a trust, a copy of the trust agreement or a trustees' certificate. If an individual, a copy of a valid driver's license. If the application is to be signed by a party other than the applicant, then, in addition to the foregoing, a power of attorney or corporate resolution authorizing said party.	

CAPITAL	Legal Name:		
PROVIDER			
	Name of contact person:		
	Phone number:		
	Email address:		
	Til	0::1 1	
QUALIFYING IMPROVEMENT	The improvement sought are (check all that apply):	Original and copy of:	
CERTIFICATION	Energy efficient	Energy, Water & Resilience Compliance	
(Existing Building)	Water efficient	Certificate that is complete, signed, with	
, 5	Renewable Energy	accompanying documentation.	
	Lead Reduction, water		
		MLGW Compliance Certificate, if applicable.	
	If Resiliency, specify type: flood mitigation stormwater management other (please specify in an attachment)		
	Attach description of improvements and certifications for improvements sought, including documentation of the appropriate license/qualifications required by the Guidebook.		

QUALIFYING	The improvement sought are	Original and copy of:	
IMPROVEMENT	(check all that apply):		
CERTIFICATION	Energy efficient	Energy, Water & Resilience Compliance	
(New	Water efficient	Certificate that is complete, signed, with	
Construction)	Renewable Energy	accompanying documentation required by the Certificate.	
		Certificate.	
		MLGW Compliance Certificate, if applicable.	
	If Resiliency, specify type:	The state of the s	
	flood mitigation		
	stormwater management		
	other (please specify in an		
	attachment)		
	Attach description of		
	improvements and certifications		
	for improvements sought,		
	including documentation of the		
	appropriate license/qualifications		
	required by the Guidebook.		
ECONOMIC	The economic benefits of the	Original and copy of:	
BENEFIT	proposed Qualified Improvements		
CERTIFICATION	exceed the costs of the proposed	Economic Benefits Compliance Certificate that	
	assessment.	is complete and signed.	
LIENHOLDER	CONSENT(s)	Applicant should submit the Lienholder	
CONSENT	attached	Consent Form (must be substantially the same	
	delivered at close	as the Model form)	
		The form must be signed and notarized	
		in appropriate places	

	Cross-check list of Lienholders from Title Report with Written Consents provided by Capital Provider.	
	1	

IF CONSENT WILL BE EXECUTED AT CLOSING, CONDITIONAL APPROVAL IS GIVEN.

IF CONSENTS ARE DELIVERED AT CLOSING, APPLICANT MUST HOLD COUNTY-EXECUTED CLOSING DOCUMENTS IN ESCROW UNTIL CONSENTS ARE OBTAINED. AT DISCRETION OF THIS OFFICE, THIS APPLICATION MAY BE AMENDED AND RETURNED WITH COPIES OF CONSENTS ATTACHED.

BY SIGNATURE BELOW, THE APPLICANTS (THE PROPERTY OWNER AND CAPITAL PROVIDER) AFFIRM THAT THE INFORMATION AND DOCUMENTATION ARE TRUE AND CORRECT TO THE BEST OF THEIR ABILITY AND THAT THE APPLICANTS HAVE READ THE DISCLOSURES AND DISCLAIMERS ATTACHED TO THIS APPLICATION AND UNDERSTAND THE RISKS OF PARTICIPATING IN THE C-PACER PROGRAM; FURTHER, THAT THE APPLICANTS AFFIRM THAT NEITHER THE COUNTY, ITS GOVERNING BODY, EXECUTIVES, NOR EMPLOYEES ARE PERSONALLY LIABLE AS A RESULT OF EXERCISING ANY RIGHTS OR RESPONSIBILITIES GRANTED UNDER THIS PROGRAM.

IN I ETCHTION I ONNI DIGINED IN ID DITT	
ON BEHALF OF PROPERTY OWNER:	
NAME & TITLE:	
ON BEHALF OF CAPITAL PROVIDER:	
NAME AND TITLE: _	
TO BE COMPLETED BY AUTHORIZED A	DMINISTRATOR OFFICIAL
APPLICATION: APPROVED	CONDITIONALLY APPROVED DENIED
ON BEHALF OF ADMINISTRATOR:	
NAME AND TITLE:	

APPLICATION FORM SIGNED AND DATED

DISCLOSURES & DISCLAIMERS

Assessment Agreement for C-PACER Financing

CITY OF MEMPHIS, TENNESSEE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY (C-PACER) PROGRAM

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Assessment Agreement for C-PACER Financing

City of Memphis, Tennessee

This ASSESSMENT AGREEMENT for C-PACER FINANCING (this "Agreement") is made and
entered into as of this day of , (the "Effective Date") by and between the City of Memphis,
Tennessee (the "City"), by and through the City Treasurer (the "Treasurer"), the Economic Development
Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee
("Edge" or the "Administrator"), [CAPITAL PROVIDER], a [STATE] [ENTITY TYPE] (together with
its successors and assigns, "Capital Provider") and [], the record owner(s) (the "Property Owner") of
the fee title to the real property identified on Exhibit A (the "Property").

RECITALS

WHEREAS, the City has, on ______ established the Commercial Property Assessed Clean Energy and Resiliency Program (the "Program") through the adoption of Ordinance No. _____ ("City Ordinance") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("Qualified Improvements"), through the levy of contractual assessments pursuant to Tenn. Code Ann. §§ 68-205-101 et seq. (as may be amended from time to time, the "C-PACER Act"); and

WHEREAS, in the City Ordinance, the City designated the Administrator as the Program Administrator as such term is defined in the City Ordinance; and

WHEREAS, the purpose and method of approval of C-PACER financing under the Program are described in the Program Guidebook established by the Program Administrator, as the same may be amended from time to time prior to the Effective Date of this Agreement (the "Program Guidebook"); and

WHEREAS, the Property is located in the boundaries of the City and the City has consented to owners of eligible properties within its jurisdiction participating in the Program; and

WHEREAS, the Property Owner has submitted application materials including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City through the Program Administrator, has reviewed such application materials to assess compliance with the C-PACER Act, the City Ordinance, and Program Guidebook and has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "Approved Project"); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement between the Property Owner (the "**Financing Agreement**") and the Capital Provider and under which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the C-Pacer Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a lien placed on the Property in exchange for receiving and repaying C-PACER financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation on the Property of the Qualified Improvements contemplated as part of the Approved Project, all on the terms set forth in the Financing Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner, the Capital Provider and the City formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

AGREEMENT

<u>Section 1.</u> <u>Purpose.</u> The Property Owner, Capital Provider and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACER assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified on <u>Exhibit B</u> on the Property.

<u>Section 2.</u> <u>The Property</u>. This Agreement relates to the real property identified in <u>Exhibit A</u>. The Property Owner has supplied to the City and Capital Provider current evidence of its ownership of fee title or an estate for years created pursuant to a written ground lease agreement or similar agreement to the Property and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

- (a) The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$[______], together with all interest, penalties, and fees as described in the Financing Agreement (the "Assessment"). Upon execution and delivery of this Agreement, the Program Administrator, on behalf of the City, will execute and cause to be recorded in the office of the Register of Deeds for Shelby County, together with a copy of this Agreement, pursuant to Tenn. Code Ann. § 68-205-109, the Notice of Assessment Interest and C-PACER Lien ("Notice of Assessment"), substantially in the form of Exhibit C. The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City (the "C-PACER Lien") and provide record notice to third parties of the existence of the C-PACER Lien.
- (b) The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.
- (c) The Property Owner hereby promises to pay the Assessment for a period of [_____] years on the due dates set forth in <u>Exhibit D</u> hereto (the "**Assessment Schedule**"). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Assessment Schedule (each, an "**Assessment Installment**"), each such Assessment Installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.
- (d) The Assessment shall be secured by the C-PACER Lien until paid in full. Failure to pay any Assessment Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing

Agreement. In addition, under those circumstances, the C-PACER Lien may be subject to a tax sale in the manner specified in <u>Section 4</u>, below.

- (e) The Property Owner hereby certifies to the City and Capital Provider that
- (i) The amount of the Assessment plus any existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the property prior to the completion of all planned real property improvements, including any existing indebtedness on the property as determined by a qualified appraiser in the report, with the exception that properties qualified under the federal low-income housing tax credit program set forth in 26 U.S.C.§ 42 are exempt from this requirement; and
- (ii) the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the property at the time of the completion of all planned real property improvements, as determined by a qualified appraiser.

Section 4. Collection of Assessment; Assignment of Rights; Tax Sale.

- (a) The Assessment Installments shall be collected in the manner specified in the Ordinance.
 - (c) (b) The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment Schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The Parties hereby acknowledge and agree that an overdue Assessment Installment will be collected by the City in the same manner that the collection of delinquent real property taxes, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

- (a) Except as otherwise set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the C-PACER Lien. The C-PACER Lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.
- (b) The balance of the C-PACER Lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the C-PACER Lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property.
- (c) In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of [relative valuation] at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

Section 6. Assessment Billing, Collection and Disbursement to Capital Provider.

(a) <u>In General</u>. The City agrees to collect the Assessment Installments pursuant to Section 4 hereof and forward payments received to the Administrator, its successors, or

its permitted assignees, for further payment to the Capital Provider, no later than [30 days] after receipt of the amounts. The Administrator agrees to forward all such payments to the Capital Provider promptly and, in any event, within [seven (7) days] of the Administrator's receipt. In the event the Administrator ceases to act as the Program Administrator and there is no successor Program Administrator, the City hereby agrees to forward the payments to the Capital Provider within [30 days] after receipt of said payments.

- (b) <u>Delinquencies</u>. Funds collected by the City pursuant to <u>Section 4(b)</u> for the payment of the overdue Assessment Installment from a tax sale with respect to the Property, including any penalties and interest and the costs and fees incident to the collection thereof, shall be paid to the City, its successors, or its permitted assignees no later than [thirty (30)] days after receipt of the amounts, provided that any sale proceeds in excess of the amount of the overdue Assessment Installment will be distributed by the City in accordance with applicable law. The City agrees to forward all such payments, less its costs of performing the tax sale that the City is permitted to retain in accordance with the C-PACER Act to the Administrator within thirty (30) days. The City agrees to forward all such payments to the Capital Provider promptly and, in any event, within [seven (7) days] of the City's receipt.
- Section 7. Recordation of Documents. The City shall cause the Program Administrator to record, or the Program Administrator may delegate to the Capital Provider to record, in the office of the Shelby County Register of Deeds the Notice of Assessment, which includes this Agreement as an attachment, and such other documents that are attached as Exhibits to this Agreement.
 - <u>Section 8.</u> <u>Amendment.</u> (a) This Agreement may be modified only by the written agreement of the City, or any successor or assign of the City, the Capital Provider, or any successor or assign of the Capital Provider, and the Property Owner.
- (b) The Property Owner agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.
- Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, Administrator, Capital Provider, the Property Owner and their respective successors and assigns; provided, however, that neither the City nor the Administrator may assign their rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a tax sale with respect to the C-PACER Lien or the right to enforce the collection of the Assessment or any Assessment Installment against the Property. The Capital Provider may assign any or all of its rights arising under this Agreement without the consent of the City, the Property Owner or the Administrator, provided the Capital Provider provides notice of the assignment to the City, the Property Owner, and the Administrator.
- Section 10. No Liability of the City or Program Administrator. Pursuant to the C-Pacer Act, so long as the City and Program Administrator comply in good faith with the C-Pacer Act, the Ordinance, and the City's obligation to bill, collect and enforce the Assessment under this Agreement, neither the City nor the Program Administrator shall incur liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, board members and executives of the City or Program Administrator be personally liable for exercising any rights or responsibilities pursuant to or in furtherance

of this Agreement. This provision shall inure only to the City, its governing body, employees, board members, and executives, and the Program Administrator, its governing body, employees, board members, and executives, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. Property Owner agrees to defend, indemnify and hold the City, its Council members, employees, agents, and contractors, and the Program Administrator, its Board of Directors, employees, agents, and contractors ("City Indemnified Parties") harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Agreement, the Approved Project, the Assessment and the C-PACER Lien. Property Owner's duty to indemnify the City Indemnified Parties shall not apply to liability for damages to the extent caused by or resulting from the sole or gross negligence or willful misconduct of the City Indemnified Parties. Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents and representatives harmless hereunder in the same manner provided in the Financing Agreement.

<u>Section 12.</u> <u>Governing Law; Venue.</u> This Agreement is governed by and construed in accordance with the laws of the State of Tennessee. Any legal action brought under this Agreement must be instituted in a court of the State of Tennessee located in Shelby County, Tennessee.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

<u>Section 14.</u> Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the City, Administrator, Capital Provider, and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

ATTEST:	CITY OF MEMPHIS, TENNESSEE		
City Comptroller	By: Jim Strickland, Mayor		
City Comptioner	Jini Strickianu, Mayor		
APPROVED AS TO FORM:			
City Attorney			
	ECONOMIC DEVELOPMENT GROWTH		
	ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND THE COUNTY OF SHELBY, TENNESSEE		
	By: Its:		
	CAPITAL PROVIDER:		
	By:		
	PROPERTY OWNER:		
	By:		

CITY'S ACKNOWLEDGEMENT

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared JIM STRICKLAND, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the city of Memphis by himself as mayor.

WITNESS my hand and seal , 20	of office at Memphis, Tennessee, this the	day of
My commission expires	Notary Public	
		[SEAL]
ADMINISTRATOR'S ACI	KNOWLEDGMENT	
STATE OF TENNESSEE COUNTY OF SHELBY))	
, with evidence), and who, upon oa , the within named general partnership / non-pr	, a Notary Public of the state and count whom I am personally acquainted (or proventh, acknowledged [him/her]self to be bargainor, a [corporation / limited liability of the entity], and that [s/h]e as such purpose therein contained, by signing the rate as	red to me on the basis of satisfactory (office held) o ty company / limited partnership , executed the
Witness my hand and 20	seal, this	day of
Notary Public		[SEAL]
My Commission Expires:		

CAPITAL PROVIDER'S ACKNOWLEDGMENT STATE OF ______COUNTY OF Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be ______ (office held) of _____, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership / non-profit entity], and that [s/h]e as such _______, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as ______. Witness my hand and seal, this day of , Notary Public [SEAL] My Commission Expires: PROPERTY OWNER'S ACKNOWLEDGEMENT STATE OF _______) COUNTY OF) Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be ______ (office held) of _____, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership / non-profit entity], and that [s/h]e as such _______, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as . Witness my hand and seal, this ______ day of _____, 20 _____. Notary Public [SEAL]

My Commission Expires:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be inserted]

Being the same property conveyed to the Property Owner pursuant to a deed of record as	in
the office of the Register of Deeds of Shelby County, Tennessee.	

EXHIBIT B QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C FORM OF NOTICE OF ASSESSMENT

[To be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								_
24								
25								

CERTIFICATE OF C-PACER IMPROVEMENTS COMPLETION

Property Owner:	_
Property Address:	
C-PACER application approval date:	
C-PACER financing closing date:	
	the above approved C-PACER Application, attached as roperly completed and all improvements are operating as
	PROPERTY OWNER:
	[INSERT ENTITY NAME, IF APPLICABLE]
BY:	
	Signature
	Printed Name
	Title

Exhibit A

C-PACER Application

[See Attached]

CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Economic Benefits

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the City of Memphis Commercial C-PACER Program:

Commercial C-PACER Program:
I CERTIFY: The economic benefits of the proposed Qualified Improvements exceed the costs of the proposed assessment.
Signature:
NAME:
TITLE:

CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the City of Memphis Commercial C-PACER Program:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below, and If applicable, I am accredited by or belong to a firm with an accreditation from (please denote with a "X" and checkmark): ___ Building Energy Assessment Professional (BEAP); __ Building Energy Modeling Professional (BEMP); __ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE); __ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE]); __ Certified Energy Manager (CEM) (offered by AEE); __ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS); __ Certified GeoExchange Designer (CGD); __ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE); Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization); __ Investor Confidence Project (ICP) Quality Assurance Assessor; __ Investor Confidence Project (ICP) Project Developer; __ LEED Accredited Professional; __ Licensed Architect; __Water Quality Association Professional Sertification; North American Board of Certified Energy Practitioners (NABCEP) (for solar PV only, a design specialist certification is acceptable). Please provide verification of professional accreditation and recognition 2. The application is for: ___ an existing building ___ new construction 3. Please describe your relationship to the project: _____ I am employed by the project applicant in my professional capacity _____ I am a contracted independent third-party reviewer 5. I reviewed the following information regarding the project (e.g., equipment specifications OR design drawings/modeling OR permit applications OR an ASHRAE Level 1

assessment/energy assessment OR an ASHRAE Level 2 full building model): Please Describe:

CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Energy, Water, Renewable Energy, Resilience

- 6. The project proposal includes the "Qualified Improvements", as defined in Tenn. Code Ann. § 68-205-102 and the Program Guidebook, and the estimated useful life of each Qualified Improvement, which are listed in an attachment to this certification. (Please attach)
- 7. The Qualified Improvements will be permanently affixed to the property.

IF FOR AN EXISTING BUILDING (ch	check those that apply):
---------------------------------	--------------------------

I CERT	IFY:
	The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water.
	The proposed Qualified Improvements will result in the reduction of lead in potable water.
	The Qualified Improvements will result in improved resilience, which may include, without limitation, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids. If other, specify:
	NEW CONSTRUCTION (check those that apply):
I CERT	IFY:
	Each proposed Qualified Improvement or the building as a whole will enable the subject property to exceed the energy efficiency, water efficiency, renewable energy, renewable water or resilience requirements of the current building code of the county.
Signati	ure:
Print: _	
Date:	

CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Energy, Water, Renewable Energy, Resilience

NAME:	
Business name:	
Business address:	
Business contact email:	
Business contact phone:	
IF APPLICABLE	
License No.	-
Stamp:	
ATTACHMENTS (Please attach to Certification	on)

MLGW COMPLIANCE CERTIFICATE

Property Owner:	
Property Address:	
The undersigned certifies that the Qualified Improvement involving power generation has received approval from the Memphis, Light, Gas and Water Division ("MLGW") for interconnection with MLGW's system, and the owner has entered into all applicable interconnection agreements with MLGW related to the Qualified Improvement.	
	PROPERTY OWNER:
	[INSERT ENTITY NAME, IF APPLICABLE]
BY:	Signature
	Printed Name
	Title
	MEMPHIS LIGHT, GAS AND WATER DIVISION
BY:	Signature
	Printed Name
	Title
Date	of application approval:
Date	of executed interconnection agreement:

MORTGAGE HOLDER CONSENT

Date:		
Mortga	ge Holder:	
	<mark>BANK NAME</mark>	
	BANK ADDRES	S
	BANK CITY, ST.	ATE, ZIF
	<mark>PHONE NUMBE</mark>	<mark>R</mark>
Loan N	lumber(s): ()

Property Owner and Mailing Address:

OWNER NAME
OWNER ADDRESS
OWNER CITY, STATE, ZIP

Property (as more particularly described in the attached **Exhibit A**):

PROPERTY ADDRESS PROPERTY CITY, STATE, ZIP

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (this "Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[INSERT MAX TFA]* ("Financing") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed clean energy ("C-PACE") program ("Program") authorized by the City in which the Property is located. Pursuant to the Program, the Property Owner agrees to the levying of an assessment ("Lien") against the Property that will be collected in installments in the same manner as and subject to the same penalties, remedies, and lien priorities as real property taxes. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Lien shall be limited to the collection of the amount then currently due with respect to the assessment, including past-due interest, past-due fees, and costs of collection as permitted under the property assessed clean energy act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges receipt of timely prior notice of the Financing and Lien, (ii) consents to the Lien in the amount of the Financing; (iii) agrees that the Financing and the Lien will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iv) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

^{*} Includes cost of issuance and capitalized interest. PACE may provide financing for up to 110% of the Financing.

The undersigned hereby represents that he/she is authorized to execute and deliver this Consent on behalf of Mortgage Holder.

	MORTGAGE HOLDER:
	By(SEAL) Name Title
STATE OF)	
STATE OF	
personally appeared, the basis of satisfactory evidence), and	ore me, a Notary Public of the state and county mentioned, with whom I am personally acquainted (or proved to me on the who, upon oath, acknowledged herself to be the within named bargainor, a, and
that she as such, ex	secuted the foregoing instrument for the purpose therein by herself as
[SEAL]	
	Notary Public
ľ	My Commission Expires:

Exhibit A (Legal Description)

INSTRUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

NOTICE OF ASSESSMENT INTEREST AND C-PACER LIEN

Tennessee Code Annotated 68-205-109 Filed in Shelby County

(GRANTEE) CITY OF MEMPHIS

(GRANTOR) [PROPERTY OWNER]

Notice is hereby given that the City, at the request of the property owner named below, is placing a C-PACER Lien pursuant to Tennessee Code Annotated 68-205-109. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	CITY OF MEMPHIS
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACER LIEN ON THE PROPERTY	[INSERT]
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACER LIEN	[INSERT]
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACER LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	[INSERT]
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	[INSERT]
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACER LIEN	[INSERT]

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACER LIEN	SEE EXHIBIT _ TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT (ATTACHED)	SEE EXHIBIT A HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACER Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

GRANTEE:	
City of Memphis, Tennessee	
By:	
Its:	
GRANTOR:	
[PROPERTY OWNER]	
By:	
Its:	

STATE OF TENNESSEE COUNTY OF XXXX

Before me,	_, a Notary Public in an	d for the State and
County aforesaid, personally appeared	, with wh	om I am personally
acquainted (or proved to me on the basis of satisfactory	evidence), and who, up	on oath, acknowledged
[her/him]self to be the of the, the with as such, being duly authorized so to do, executed t	hin-named bargainor, a	county, and that [s/sh]e
as such, being duly authorized so to do, executed t	he foregoing instrument	t for the purposes
therein contained, by signing the name of the county by	[her/him]self as such _	<u> </u>
WITNESS my hand and seal at office, on this th	ne day of	, 20 .
·		
	Notary Public	
My Development Corporation Expires:	Trotally I dolle	
	[seal]	
	[]	
STATE OF) COUNTY OF)		
COUNTY OF)		
Before me, the undersigned, a Notary Public of the sta	ite and county mentions	ed nersonally anneared
with whom I am personally		
satisfactory evidence), and who, upon oath, acknowledge		
(office held) of, the within named bargainor, a [
partnership / general partnership], and that [s/h]e a	s such	, executed the
foregoing instrument for the purpose therein containe	ed, by signing the nam	e of the [corporation /
company / partnership] by him/herself as		_ 1
Witness my hand and seal, this	day of _	
20		
Notary Public	[SEA]	[]
110ml f uone	[SLA	<u>-</u> j
My Commission Expires:		

EXHIBIT A ASSESSMENT AGREEMENT

[see attached]

ORDINANCE NO.

AN ORDINANCE TO REVISE AND CHANGE
CERTAIN COUNCIL DISTRICTS AS A RESULT OF DEANNEXATION OF
AREAS IN THE CITY AND POPULATION CHANGES REFLECTED IN THE
2020 FEDERAL CENSUS SO THAT ALL SUCH DISTRICTS
WILL REMAIN AS EQUAL AS PRACTICABLE AND ALL SUCH
DISTRICTS WILL COMPLY WITH THE INJUNCTION DECREE
ISSUED BY UNITED STATES DISTRICT JUDGE JEROME
TURNER PERTAINING TO VOTING RIGHTS ACT REMEDIES

PREAMBLE

WHEREAS, Judge Jerome Turner ruled that the electoral system established in 1968 with seven districts and six at-large positions violates federal law; and

WHEREAS, the Memphis City Council adopted a plan on May 16, 1995 (the "Council's Plan") to remedy the problems with the current electoral system; and

WHEREAS, on June 19, 1995 Judge Jerome Turner entered an injunction decree which provided that the City Council plan was not a violation of the Constitution or the Voting Rights Act; and

WHEREAS, the citizens of Memphis adopted this proposed plan for the City of Memphis elections and made it a part of the Charter of the City in a referendum election held November 5, 1996; and

WHEREAS, the Constitution of the United States requires each Council District be as equal in population as practicable in order to satisfy the "one-man, one vote" principle; and

WHEREAS, as a result of annexations becoming operative in 2014, the Home Rule Charter of the City required the Council to assign territories annexed in 2014 to Council Districts and to make revisions and changes in all Districts by Ordinance No. 5591 as a result of the assignment of newly annexed areas so that all Council Districts would remain as equal as practicable; and

WHEREAS, Ordinance No. 5591 was adopted by the Council on August 4, 2015 ("Ordinance No. 5591"). Ordinance No. 5591 only reassigned four (4) Precincts previously described in Ordinance No. 5395 in effect for the 2011 City Elections; and

WHEREAS, the Council de-annexed certain areas of the City pursuant to Substitute Ordinances Nos. 5703, 5704 and 5718 effective December 31, 2020 ("2020 De-Annexations") after the 2020 Census had been completed;

WHEREAS, it is necessary and desirable to make revisions and changes in the boundaries of all Council Districts by this ordinance to address the population changes reflected in the 2020 federal census results as adjusted by the reduction in land area and corresponding population by the 2020 De-Annexations;

WHEREAS, due to the structural integrity and compactness of the Council Districts, as presently constituted, the Council finds that minimal changes in existing Council Districts will be required to satisfy the standards imposed by the United States Constitution, the City's Charter and the injunction decree; and

WHEREAS, the Council finds that this Ordinance continues past practice and policy of minimizing changes in Council Districts due to populations changes and that such practices and policies have preserved electoral stability and consistency in the core areas of each Council District; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS:

Section 1. Redistricting Amendment. That the Council districts 1 through 7, both inclusive, which are represented, by one council member each and multi-member districts 8 and 9, which are composed of approximately one-half the total city's population and are each represented by three (3) council members elected by position, shall each be amended and reconstituted to include the following Wards and Precincts:

DISTRICT ONE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts", encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 1

01-08-I1

01-08-I2

01-09-I1

01-09-I2

01-10-I1

01-10-I2

- 01-11-I1
- 05-01-I1
- 05-01-I2
- 05-02-I1
- 05-02-I3
- 05-02-I5
- 06-01-I2
- 06-01-I4
- 06-03-I1
- 06-03-I2
- 06-04-I1
- 06-04-I2
- 06-05-I1
- 06-05-I3
- 06-06-I1
- 06-06-I2
- 06-07-I4
- 06-08-I1
- 06-08-I2
- 06-09-I1
- 06-09-I2
- 06-09-I3
- 06-09-I4
- 06-09-I5
- 07-03-I2
- 07-04-I2
- 07-04-I5
- 07-04-I6
- 07-05-I4
- 13-01-I2
- 13-01-I4
- 13-01-I6
- 13-03-I3
- 13-12-I1
- 01-09-I3
- 06-09-I6
- 07-04-I4
- 13-01-I5
- 13-03-I1
- 13-03-I4

DISTRICT TWO shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts", encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 2 02-02-I1 04-03-I1 04-03-I2 04-04-I1 04-04-I2 04-07-I1 04-08-I1 04-08-I2 04-08-I3 04-08-I5 04-09-I1 04-09-I2 04-09-I3 04-10-I3 04-12-I2 04-12-I4 05-02-I2 05-02-I4 05-04-I1 05-04-I2 05-04-I3 05-04-I4 05-05-I3 05-05-I4 05-07-I1 05-08-I2 05-08-I3 05-09-I2 05-09-I4 05-10-I5 11-06-I2

12-02-I1

12-02-I2 12-03-I5 12-04-I1 12-04-I2 04-04-I3 04-08-I4 04-10-I2 05-09-I5 05-11-I1 12-02-I4 12-04-I4 12-05-I2

DISTRICT THREE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 3
09-07-I1
09-07-I2
09-07-I3
09-08-I1
09-08-I2
09-08-I3
09-08-I4
09-11-I1
10-09-I1
10-09-I4
10-10-I1
10-10-I2
10-10-I5
11-01-I2
11-02-I1
11-02-I2
11-02-I3
11-02-I4

11-03-I3
11-04-I3
11-04-I4
11-05-I1
11-05-I2
11-05-I3
11-05-I4
11-06-I1
11-07-I1
11-07-I2
11-08-I1
12-01-I1
12-07-I1
09-07-I4
09-10-I3
12-07-I4

DISTRICT FOUR shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 4
08-11-I1
08-11-I2
08-11-I5
08-11-I6
08-11-I7
10-01-I1
10-03-I1
10-03-I2
10-03-I4
10-03-I5
10-03-I6
10-04-I1
10-05-I1
10-05-I2
10-06-I1

10-07-I1
10-07-I2
10-07-I3
10-07-I4
10-08-I1
10-08-I2
10-09-I2
10-10-I3
11-01-I1
11-02-I5
11-03-I1
11-03-I2
11-04-I1
11-04-I2
11-04-I5
11-04-I6
12-01-I2
13-07-I1
13-07-I3
13-11-I2
10-09-I6
10-10-I4

DISTRICT FIVE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 5
04-01-I1
04-01-I2
04-01-I3
04-01-I4
04-02-I1
04-07-I2
04-07-I3
07-07-I1
07-07-I3
07-08-I1

07-08-I3
07-09-I1
07-10-I1
07-10-I2
08-07-I1
08-07-I3
13-01-I1
13-01-I3
13-02-I1
13-03-I2
13-03-I5
13-04-I1
13-04-I2
13-05-I1
13-05-I2
13-05-I3
13-06-I1
13-06-I2
13-06-I3
13-07-I2
13-07-I4
13-08-I1
13-08-I2
13-08-I3
13-09-I1
13-09-I2
13-09-I3
13-09-I4
13-09-I5
13-10-I1
13-11-I1
13-11-I3
04-01-I5
04-01-I6
04-03-I3
07-08-I6
13-03-I6

DISTRICT SIX shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 6
08-05-I1
08-05-I3
08-05-I4
08-06-I2
08-07-I2
08-07-I4
08-08-I1
08-09-I1
08-09-I2
08-09-I3
08-10-I1
08-11-I3
08-11-I4
08-12-I1
08-12-I2
09-01-I2
09-02-I1
09-02-I2
09-03-I1
09-04-I1
09-04-I2
09-04-I3
09-05-I1
09-05-I2
09-06-I1
09-09-I1
09-09-I2
09-10-I1
09-10-I2
09-11-I2
10-02-I1
10-06-I2
10-09-I3

08-10-I2	
10-03-I3	
10-09-I5	

DISTRICT SEVEN shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 7 06-05-I2 06-07-I1 06-07-I2 06-07-I3 06-08-I4 07-01-I1 07-01-I2 07-02-I1 07-02-I2 07-02-I3 07-03-I1 07-04-I1 07-04-I3 07-05-I1 07-05-I2 07-05-I3 07-06-I1 07-06-I2 07-07-I2 07-08-I2 07-08-I4 08-01-I1 08-01-I2 08-01-I3 08-01-I4 08-02-I2 08-02-I3 08-03-I1 08-04-I1

08-04-I2

08-05-I2 08-06-I1 01-04-I2 06-08-I3 07-08-I5 08-04-I3 08-05-I5

DISTRICT EIGHT shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards" and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

Super District 8
07-04-I2
07-04-I5
07-04-I6
07-05-I4
07-04-I4
09-07-I1
09-07-I2
09-07-I3
09-08-I1
09-08-I2
09-08-I3
09-08-I4
09-11-I1
10-09-I1
10-09-I4
10-10-I1
10-10-I2
11-02-I1
11-02-I2
11-02-I3
11-02-I4
11-04-I3
11-04-I4
11-05-I1

11-05-I3
11-05-I4
11-06-I1
11-07-I1
11-07-I2
11-08-I1
12-01-I1
12-07-I1
09-07-I4
09-10-I3
12-07-I4
08-11-I1
08-11-I2
08-11-I5
08-11-I6
08-11-I7
10-01-I1
10-03-I1
10-03-I2
10-03-I4
10-03-I5
10-03-I6
10-04-I1
10-05-I2
10-06-I1
10-07-I1
10-07-I2
10-07-I3
10-07-I4
10-08-I1
10-08-I2
10-09-I2
10-10-I3
11-02-I5
11-03-I1
11-04-I2
11-04-I5
11-04-I6
12-01-I2

13-07-I1
13-07-I3
10-09-I6
10-10-I4
08-05-I1
08-05-I3
08-05-I4
08-06-I2
08-07-I2
08-07-I4
08-08-I1
08-09-I1
08-09-I2
08-09-I3
08-10-I1
08-11-I3
08-11-I4
08-12-I1
08-12-I2
09-01-I2
09-02-I1
09-02-I2
09-03-I1
09-04-I1
09-04-I2
09-04-I3
09-05-I1
09-05-I2
09-06-I1
09-09-I1
09-09-I2
09-10-I1
09-10-I2
09-11-I2
10-02-I1
10-06-I2
10-09-I3
08-10-I2
10-03-I3

10-09-I5
07-01-I1
07-01-I2
07-02-I1
07-02-I2
07-02-I3
07-03-I1
07-04-I1
07-04-I3
07-05-I1
07-05-I2
07-05-I3
07-06-I1
07-06-I2
07-08-I2
07-08-I4
08-01-I1
08-01-I2
08-01-I3
08-01-I4
08-02-I2
08-02-I3
08-03-I1
08-04-I1
08-04-I2
08-05-I2
08-06-I1
01-04-I2
07-08-I5
08-04-I3
08-05-I5

DISTRICT NINE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards" and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

Super District 9 01-08-I1 01-08-I2

01-09-I1 01-09-I2 01-10-I1 01-10-I2 01-11-I1 05-01-I1 05-01-I2 05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-05-I1 06-05-I3 06-06-I2 06-07-I4 06-08-I1 06-08-I2 06-08-I1
01-10-I1 01-10-I2 01-11-I1 05-01-I1 05-01-I2 05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
01-10-I2 01-11-I1 05-01-I2 05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-05-I3 06-06-I1 06-06-I2 06-08-I1 06-08-I2
01-11-I1 05-01-I2 05-01-I2 05-02-I3 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
05-01-I1 05-01-I2 05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
05-01-I2 05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
05-02-I1 05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
05-02-I3 05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
05-02-I5 06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-01-I2 06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I3 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-01-I4 06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-03-I1 06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-03-I2 06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-04-I1 06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-04-I2 06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-05-I1 06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-05-I3 06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-06-I1 06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-06-I2 06-07-I4 06-08-I1 06-08-I2
06-07-I4 06-08-I1 06-08-I2
06-08-I1 06-08-I2
06-08-I2
06-09-I1
06-09-I2
06-09-I3
06-09-I4
06-09-I5
07-03-I2
13-01-I2
13-01-I4
13-01-I6
13-03-I3
13-12-I1
01-09-I3
06-09-I6
13-01-I5
13-03-I1
13-03-I4

02-02-I1
04-03-I1
04-03-I2
04-04-I1
04-04-I2
04-07-I1
04-08-I1
04-08-I2
04-08-I3
04-08-I5
04-09-I1
04-09-I2
04-09-I3
04-10-I3
04-12-I2
04-12-I4
05-02-I2
05-02-I4
05-04-I1
05-04-I2
05-04-I3
05-04-I4
05-05-I3
05-05-I4
05-07-I1
05-08-I2
05-08-I3
05-09-I2
05-09-I4
05-10-I5
11-06-I2
12-02-I1
12-02-I2
12-02-I5
12-03-I5
12-04-I1
12-04-I2
04-04-I3
04-08-I4

04-10-I2
05-09-I5
05-11-I1
12-02-I4
12-04-I4
12-05-I2
10-10-I5
11-01-I2
11-03-I3
11-05-I2
10-05-I1
11-01-I1
11-03-I2
11-04-I1
13-11-I2
04-01-I1
04-01-I2
04-01-I3
04-01-I4
04-02-I1
04-07-I2
04-07-I3
07-07-I1
07-07-I3
07-08-I1
07-08-I3
07-09-I1
07-10-I1
07-10-I2
08-07-I1
08-07-I3
13-01-I1
13-01-I3
13-02-I1
13-03-I2
13-03-I5
13-04-I1
13-04-I2
13-05-I1

13-05-I2
13-05-I3
13-06-I1
13-06-I2
13-06-I3
13-07-I2
13-07-I4
13-08-I1
13-08-I2
13-08-I3
13-09-I1
13-09-I2
13-09-I3
13-09-I4
13-09-I5
13-10-I1
13-11-I1
13-11-I3
04-01-I5
04-01-I6
04-03-I3
07-08-I6
13-03-I6
06-05-I2
06-07-I1
06-07-I2
06-07-I3
06-08-I4
07-07-I2
06-08-I3

Wards and precincts have been allocated between the various districts using the U.S. Census Bureau's block and ward/precinct data released by the U.S. Census Department to the Governor and General Assembly of the State of Tennessee. Such data may vary from the wards and precincts split or consolidated by the Shelby County Election Commission after the compilation of census data by the U.S. Census Bureau.

Reference is made to the Memphis Municipal Code, as amended, and to the Official Ward and Precinct Map of the City of Memphis in the Office of the City Comptroller for a description of the wards and precincts hereinabove allocated to the respective districts One (1) through Nine (9), both inclusive. Annexed areas shall be assigned as future wards are described. Reference is also made to the minutes of the Board of Commissioners of Shelby County, Tennessee, for ordinances and resolutions establishing precinct lines. A map describing said Districts, as amended, is hereby adopted and is ordered to be filed with the Comptroller of the City of Memphis. Should there be discrepancies between the official U.S. census districts and the voting districts assigned by the Shelby County Election Commission and the text of this Ordinance using the Election Commission's descriptions of voting districts and precincts such discrepancies shall be resolved by the Election Commission by reference to the official map filed with the Comptroller of the City, which shall control.

Section 2. Nonconflicting-Conflicting Laws.

BE IT FURTHER ORDAINED That all laws or ordinances of the City of Memphis, not in conflict with this Ordinance, be and the same are continued in full force and effect, and all laws in conflict therewith are hereby repealed.

Section 3. Severability.

BE IT FURTHER ORDAINED, That if any clause, sentence, paragraph, section or part of this ordinance shall be held or declared to be unconstitutional or void, it shall not affect the remaining parts of this ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this ordinance notwithstanding the parts so held to be invalid, if any.

Section 4. Effective Date.

BE IT FURTHER ORDAINED, That this ordinance shall take effect immediately after its adoption, the public welfare requiring it.

SPONSORS:

J.B. SMILEY, JR. COUNCIL MEMBER DIST. 8 EDMUND FORD, SR. COUNCIL MEMBER DIST. 6 FRANK COLVETT JR. COUNCIL MEMBER DIST. 2 FORD CANALE COUNCIL MEMBER DIST. 9

> JAMITA SWEARENGEN CHAIRMAN OF COUNCIL

Attest:

VALERIE C. SNIPES Deputy City Comptroller



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to appropriate \$335,324.00 in Contract Construction to FS02033, Drill Tower Improvement Project.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.) Fire Services is the initiating party.
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Council District 5
Super District 9

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This will require a new construction contract with Barnes & Brower, Inc.

6. State whether this requires an expenditure of funds/requires a budget amendment

This requires an expenduiture of funds in Contract Construction in FS02033 Drill Tower Improvement.

7. If applicable, please list the MWBE goal and any additional information needed

41% MBE and 8% WBE



Resolution – Fire Services

A resolution to appropriate for Contract Construction in the amount of \$335,324.00 in FS02033, Drill Tower Improvement Project.

WHEREAS, the Council of the City of Memphis did include Drill Tower Improvement, CIP Project Number FS02033, as part of the Fiscal Year 2023 Capital Improvement Program Budget: and

WHEREAS, a contract has been agreed upon between the City of Memphis Fire Services and Barnes & Brower INC. in the amount of \$335,324.00 for the preservation measures needed to maintain the structural integrity of the Fire Training Drill Tower.

WHEREAS, it is necessary to appropriate \$335,324.00 for CIP Project Number FS02033, funded by G.O. Bonds General for the Drill Tower Improvement Project as follows:

Contract Amount:

\$ 319,324.00

Contingency:

\$16,000.00

Total Contract Amount:

\$ 335,324.00

NOW, THEREFORE, BE IT ALSO RESOLVED, by the Council of the City of Memphis there be and is hereby appropriated the amount of \$335,324.00 CIP Project Number FS02033, funded by G.O. Bonds General for Drill Tower Improvement Project.

Project Title:

Drill Tower Improvement

CIP Project Number:

FS02033

Contract Construction:

\$335,324.00



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A Resolution appropriating FY 2023 allocations, in the amount of \$7,000,000, in CIP project number GS22201 - OCH Exterior Cladding.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

General Services

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Does not change an existing ordinance

4. State whether this will impact specific council districts or super districts.

various

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Requires new contracts

6. State whether this requires an expenditure of funds/requires a budget amendment

A budget amendment is needed to appropriate FY23 allocations.

7. If applicable, please list the MWBE goal and any additional information needed

N/A

City Council Resolution - Appropriating FY 23 Funds - GS22201 - OCH Exterior Cladding



A Resolution appropriating FY 2023 allocations, in the amount of \$7,000,000, in CIP project number GS22201 - OCH Exterior Cladding.

WHEREAS, the Council of the City of Memphis did include CIP Project number GS22201 - OCH Exterior Cladding, as part of the FY 2023 Capital Improvement Program budget; and

WHEREAS, it is necessary to appropriate FY 23 allocations in the sum of \$7,000,000 in Contract Construction funded by G O Bonds – General in CIP project number GS22201 - OCH Exterior Cladding.

NOW, THEREFORE, BE IT RESOLVED that there be and is hereby FY23 allocations totaling \$7,000,000 in Contract Construction, in CIP project number GS22201 - OCH Exterior Cladding appropriated and credited as follows:

Project Title:

OCH Exterior Cladding

Project Number:

GS22201

Amount:

\$7,000,000



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to transfer and appropriate construction funds in the amount of \$562,214 to fund the drainage improvements along Mysen Circle, Project Number ST02010.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Public Works at the recommendation of the Engineering Department.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

N/A

4. State whether this will impact specific council districts or super districts.

This project is in Council District 2 and Super District 9.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This project does require a new contract.

6. State whether this requires an expenditure of funds/requires a budget amendment

This project requires an expenditure of funds.

7. If applicable, please list the MWBE goal and any additional information needed

The MWBE goal is split, 33% MBE and 5% WBE. VuCon is the contractor and is a certified MBE.



This is a resolution to transfer and appropriate construction funds in the amount of \$562,214 to fund the drainage improvements along Mysen Circle, Project Number ST02010. This project is in Council District 2 and Super District 9.

WHEREAS, the Council of the City of Memphis approved Drainage – ST Coverline, Project Number ST03205 and Mysen Circle Drainage, Project Number ST02010, as part of the Public Works Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, bids were received for the drainage improvements along Mysen Circle with the lowest complying bid being \$511,107 submitted April 20, 2022 by VuCon Construction; and

WHEREAS, it is necessary to transfer a construction allocation of \$562,214 funded by Storm Water Capital Pay Go in Drainage -ST Coverline, Project Number ST03205 to Mysen Circle Drainage, Project Number ST02010 for the purpose as stated above; and

WHEREAS, it is necessary to appropriate the construction amount of \$562,214 funded by Storm Water Capital Pay Go in Drainage -ST Coverline, Project Number ST03205 to Mysen Circle Drainage, Project Number ST02010 for the purpose as stated above as follows:

Contract Amount	\$511,107.00
Project Contingencies	\$51,107.00
Total Amount	\$562,214.00

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by transferring a construction allocation amount of \$562,214 funded by Storm Water Capital Pay Go in Drainage -ST Coverline, Project Number ST03205 to Mysen Circle Drainage, Project Number ST02010 for the purpose as stated above.

BE IT FURTHER RESOLVED, that there be and is hereby appropriated the sum of \$562,214 funded by Storm Water Capital Pay Go chargeable to the FY2023 Capital Improvement Budget and credited as follows:

Project Title:

Mysen Circle Drainage

Project Number:

ST02010

Amount:

\$562,214.00